



4545 West 26th Street
ERIE, PA 16506
814-833-0808

LAND LEASE AGREEMENT

1) **PARTIES:**

This Lease Agreement (the "Lease") is made this ____ day of _____ by and between Meadow Green Acres, 4545 West 26th Street, Erie, PA 16506, ("aka MGA"), and the following individuals (collectively, "Resident"):

	NAME	(D.O.B.)	(S.S. NO.)
a)	_____	_____	_____
b)	_____	_____	_____
c)	_____	_____	_____
d)	_____	_____	_____
e)	_____	_____	_____
f)	_____	_____	_____

Email address: _____

The term Resident, as used in this Lease, means “Lessee,” “Manufactured Home Occupant” and “Manufactured Home Resident,” as each of those terms are defined in the Manufactured Home Community Rights Act, as amended, 68 P.S. §398.1 et seq. (the “Act”).

2) **SPECIFICS:**

a) **LOT ADDRESS:** MGA shall rent to Resident the specific manufactured home space whose address is: _____ together with two (2) overnight parking spaces on said lot.

b) INITIAL LEASE DATES:

- i. From: _____
- ii. To: _____

c) TERM: After the initial period of this Lease, as indicated above, this lease **renews automatically** for a like period and on like terms and shall continue to renew until properly terminated by either MGA or Resident.

d) BASE MONTHLY RENTAL: \$296.00. Rent is due the first day of each month payable to **Meadow Green Acres**, 4545 W. 26th, Erie, Pa 16506. Base monthly rent is subject to change upon 30 day written notice or in accordance with PA Act 80 or any other act that may apply.

3) SERVICE CHARGE: If any check issued to MGA is returned by Resident's or MGA's bank without payment, for any reason whatsoever, MGA may require that Resident pay all further rent payments by certified check or money order. In addition, a service charge shall be imposed for each check returned unpaid due to non-sufficient funds or any other reason. A copy of Disclosure of Fees and Services Charges is attached to this lease as Exhibit "B".

a) LATE PAYMENT: If any installment or portion of rent due from Resident is not received by the **fifth (5th)** day of each month, Resident shall pay to MGA an additional sum. See Exhibit "B".

b) UTILITIES: MGA shall pay for the following utilities, unless separately metered and billed directly to the Resident.

- (x) Water
- (x) Trash Removal
- (x) Sewer

Resident shall pay for the following utilities:

- | | |
|-----------------------------|------------------------|
| (x) Electricity | (x) Phone |
| (x) Gas-Heat | (x) Cable-TV |
| (x) Gas-Range and Hot Water | (x) <u>Other</u> _____ |

c) **NOTE:** Charges for utilities are subject to change upon 30 day written notice. Should sub-metering of any utility currently provided at MGA's expense be implemented, said utility charges would be at Resident's expense and in addition to the base monthly rental.

4) TAXES: Resident shall pay all county, municipal, and school district real estate taxes assessed and levied against the Home or any personal property located in the Home and on the Premises, and shall promptly furnish to MGA, upon MGA's request, proof of payment of such taxes. Failure by Resident to pay such taxes, when due, shall be a violation of this

Lease and shall permit MGA to exercise any and all remedies provided by this Lease, including eviction.

- 5) USE OF THE PREMISES: Resident shall have the right to place one (1) manufactured home, as defined in the Act (the "Home") on the Premises; provided that the Premises and the Home shall be used for residential purposes only. No one shall live in the Premises or the Home other than those named above unless prior written approval is given by MGA.
- 6) TRANSFER BY ASSIGNMENT, SUBLEASE, OR SALE: Resident shall not transfer possession of the Premises by sublease or assignment without MGA's prior written consent. Resident shall have the right to sell the Home; however MGA reserves the right to approve the purchaser of the Home, which approval shall not be unreasonably withheld. Homes remaining in MGA must meet the Minimum Standard Requirements as set forth in Exhibit "D" attached to this lease.
- 7) ILLEGAL ACTIVITY BY RESIDENT: Resident shall occupy and use the Premises and the common areas of the manufactured home community in which the Premises are located, in compliance with all Federal, State and Local laws, ordinances and regulations now in force or hereafter enacted and imposed. Violation of such laws, ordinances and regulations shall be a violation of this Lease, and shall permit MGA to exercise any and all remedies provided by this Lease, including eviction.
- 8) LIABILITY OF RESIDENT: Each person listed in Paragraph 1 above and designated as "Resident" shall be individually and jointly responsible for fully performing all of Resident's obligations under this Lease. If there is more than one Resident, any notice given to one of the Residents will have the same force and effect as if given to all of the Residents.

In the event that more than one person is a Resident under this Lease, or in the event that a Co-signer/Guarantor signs this Lease, MGA or its representative may proceed with legal remedies against any or all of the Residents and/or Co-signers/Guarantors, and the liability of each shall be "joint and several." This means that MGA can sue any one or more of the Residents or Co-signers/Guarantors for violations of this Lease.
- 9) COMMUNITY GUIDELINES: Resident(s) shall conform to MGA's Guidelines which govern the Community, which are attached to this Lease and made a part thereof. See Exhibit "A". The Guidelines are also posted in the Community in accordance with the Act and available on line at www.meadowgreenacres.com MGA shall have the right during the term of this Lease to change or add to the Guidelines. No change or addition to the Guidelines shall become effective until Resident has been provided with a written copy of the changed or added Guidelines, and such changes are posted, as required by the Act. Resident agrees that a violation of the Guidelines shall be a violation of this Lease.
- 10) DEFAULT IN RENT: In the event of a default in the payment of Rent or any other obligation owing under this Lease, MGA shall have the right to exercise all necessary actions and due processes of law to collect damages and money owing to MGA based on the then-applicable laws of the Commonwealth of Pennsylvania, including ejectment and eviction proceedings when necessary.

- 11) MOVE OUT - DELIVERY AT EXPIRATION OF LEASE TERM: Resident shall remove the Home and deliver the Premises to MGA at the end of the term of this Lease, leaving the Premises clean and in good order. Prior to removing the Home from the Premises, Resident shall obtain the necessary removal permit from the local tax office, and provide a copy of this permit to MGA. Resident agrees that any personal possessions remaining on the Premises after Resident moves out shall be deemed abandoned by Resident and that Resident shall be responsible to pay or reimburse MGA for the costs of removing and disposing of such possessions.
- 12) ABANDONMENT: The rules governing abandoned manufactured homes are set by statute. A copy of the statute is attached to this Lease as Exhibit "C".
- 13) CARE OF THE PREMISES/HOME:
- a) Sanitation. Resident shall keep the Premises and the Home clean, sanitary and safe, as by (1) removing from the Premises all rubbish, garbage and other organic or flammable waste in a clean and sanitary manner; (2) complying with any established recycling procedures; and (3) keeping all plumbing fixtures in the Home clean and sanitary.
 - b) Disorderly Conduct. Resident shall not use, nor allow to be used, the Premises or the Home for any disorderly or unlawful purpose. Resident shall not cause hurt, inconvenience or discomfort to any employee of MGA or any other resident of the Community.
 - c) Smoke Detector/Fire Extinguisher. Resident shall maintain a smoke detector in the Home and ensure that it is in proper operating condition at all times. Resident shall also maintain a fire extinguisher in the Home and ensure that it is in proper operating condition at all times.
 - d) Hazardous use. Resident shall not keep on or about the Premises, the Home or the Community anything dangerous, flammable, explosive or which might increase the danger of fire or other hazard.
 - e) Maintenance of Premises. Resident shall keep and maintain the yard, sidewalk(s) and driveway of the Premises clean and free from ice, snow, leaves and garbage, and otherwise in good and clean condition. Resident shall maintain the yard of the Premises cut and trimmed. In the event Resident fails to so maintain the yard, MGA shall have the right to do so and bill Resident for the cost, which bill shall be immediately payable upon demand. See Exhibit "B".
- 14) INSURANCE: Resident shall maintain insurance on the Home, which insurance shall cover (1) damage to the property of Resident or Resident's guests, and (2) injury to persons occurring on or about the Premises. Resident, upon request by MGA, shall provide MGA with written evidence of such insurance, such as a Certificate of Insurance.

15) DAMAGE/INJURY:

- a) The Premises and Common Facilities. Damage to the Premises caused by Resident or Resident's guests shall be repaired by MGA, however the costs of such repairs shall be billed to the Resident and shall be immediately payable on demand. MGA shall not be liable for any injury to person or property due to damage to the Premises unless such injury arises from the gross negligence or intentional act of MGA or MGA's agents.
- b) The Home. MGA shall not be responsible for any damage to the Home, any personal property or any injury to person(s) or property occurring within the Home, unless such damage or injury arises from the gross negligence or intentional act of MGA or MGA's agents.
- c) Indemnification of MGA by Resident. Resident shall be responsible for, and indemnify MGA against, any and all obligations, costs, liabilities, claims, damages (including reasonable attorney fees and court costs) which may be incurred by MGA in connection with loss, damage to property or injury to persons resulting from Resident or Resident's guests.

This means that if MGA pays any money, including court costs and attorney's fees, as a result of any loss, damage to property or injury to persons resulting from acts or omissions of Resident, Resident's family, guests, or other person on the Premises or Community with Resident's permission, Resident agrees to be responsible for and will pay or reimburse MGA all of those payments made or incurred by MGA.

16) MGA'S RIGHT OF ACCESS :

- a) Inspection/Maintenance. MGA shall have the right to inspect and maintain equipment, utility lines and safety conditions on or about the Premises.
- b) Interruption/Inconvenience. MGA shall not be liable for any temporary inconvenience or interruption of services due to repairs, improvements or for any reason beyond MGA's control. Resident shall pay the full amount of Rent when due despite any such inconvenience or interruption.

17) EVICTION:

- a) Notice to Quit. Resident hereby waives the Notice to Quit otherwise required by the Pennsylvania Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.101 et seq., and any other applicable law.

This means that MGA may demand that Resident vacate the Premises immediately without any prior notice when this Lease ends, or if Resident is in default of this Lease. However, MGA may not seek Resident's eviction based on defaults of this Lease without first giving Resident such default notices as are required by the Act.

- b) Reasons For Eviction. The rules governing eviction of manufactured home community residents are set by statute and described in the "Important Notice Required By Law" attached to this Lease as Exhibit "E".
- 18) ATTORNEY'S FEES: If MGA employs any attorney as a result of Resident's non-payment of rent or for violations of any other term or condition of this Lease; or to defend against any claim or demand brought by or on behalf of Resident, Resident's family or guests, the Resident agrees to pay to MGA all reasonable attorney's fees incurred by MGA. Resident will pay these legal fees upon demand whether or not MGA initiates a legal action against Resident.
- 19) NOTICES: All notices required by this Lease to be given to MGA shall be written and delivered by certified mail, registered mail, or delivered to the MGA office in person. MGA reserves the right to provide notices to Resident through other reasonable means, such as (i) posting notice in a conspicuous location on the Premises or posting notice within the Community (ii) email.
- a) Each of the Residents named above (para. 1) is a "Designated Notice Recipient Lessee," as defined in Act 80. Thus, any notice given to one of the Residents will have the same force and effect as if actually given to all of the Residents.
- 20) SUBORDINATION: This Lease and Resident's rights are subject and subordinate to present and future mortgages on the Property. In the event that MGA mortgages the Community, MGA shall obtain from the mortgage holder a non-disturbance agreement for the benefit of Resident; provided, however, that Resident is not in default of any of Resident's obligations under this Lease.
- 21) ENTIRE AGREEMENT, SUCCESSORS: This Lease contains the final and entire agreement between the parties hereto, and no party shall be bound by any term, condition or representation, oral or written, not set forth or provided herein. The conditions, covenants, and rules contained in this Lease shall be legally enforced by the parties to this agreement, their heirs, executors, administrators, personal and legal representatives, successors and assigns, and are binding upon all such parties. Nothing herein shall prevent modification of the terms of this Lease by mutual agreement through the execution of a written Addendum affixed to all copies of this Lease.

In Witness Whereof, the parties hereto for good and valuable consideration, and intending to be legally bound, have entered into this Manufactured Home Site Lease Agreement on the date first set forth above.

I further acknowledge that I am receiving with my lease a copy of all exhibits including the "Eviction – Important Notice Required by Law" and have read them before signing below.

Date:

MGA:

MGA representative

Date:

RESIDENT:

Resident (Signature)

Resident (Signature)

Resident (Signature)

Resident (Signature)

Meadow Green Acres

KEEP THIS COPY FOR YOUR RECORDS.

In Witness Whereof, the parties hereto for good and valuable consideration, and intending to be legally bound, have entered into this Manufactured Home Site Lease Agreement on the date first set forth above.

Date:

MGA:

MGA representative

Date:

RESIDENT:

Resident (Signature)

Resident (Signature)

Resident (Signature)

Resident (Signature)

PLEASE RETURN THIS GREEN COPY OF THIS SIGNED PAGE TO MGA AND KEEP THE OTHER COPY FOR YOUR RECORDS. THANK YOU.