

THAYER, INC. d/b/a LAKE HILL PARK  
CORPORATE OFFICE  
P. O. Box 716, 1189 EAST STATE ROAD 16  
MONON, IN 47959  
219-253-7818  
lakehillpark.com

**MOBILE HOME LOT LEASE**

**Persons and Premises**

THAYER, INC., hereinafter referred to as "Lessor", hereby leases to \_\_\_\_\_ hereinafter referred to as "Lessee", those certain premises, hereinafter referred to as "demised premises," and further described as LOT # \_\_\_\_\_ LAKE HILL PARK, MONTICELLO, IN, on the following terms and conditions:

**Term of Lease**

The term of this lease shall be for continuous periods of one month commencing at 12:01 A.M. on \_\_\_\_\_, and continuing until terminated as provided herein. At the end of the term of the Lease, Lessee will remove all personal property and any improvements from Lessor's Lot including but not limited to : The Mobile Home, any room addition, decks, and storage sheds unless Lessee receives notice in writing of approval.

**Rent**

Lessee agrees to pay, and Lessor agrees to accept, as rent for the use and occupancy of the demised said premises the sum of \$\_\_\_\_\_, per month payable in advance of the 1<sup>st</sup> day of each and every month at the address specified in this lease for the service of notices to Lessor or at such other address as Lessor may from time to time designate by written notice served upon Lessee. Any increase in the rental amount to be paid by the lessee, shall require notice sent by Lessor thirty (30) days in advance and no increase under this agreement shall be greater than 10% per year of the prior rental amount. If Rent and all fees due are not paid prior to the first Day of each month, there will be a late fee of \$100.00 charged. If Lessee becomes Two months behind in Rent, then a minimum deposit of \$500 is required to maintain and continue the lease agreement. Lessor will not accept post dated checks or 'Hold' a check from deposit when received. Lessor must be current in the payment of rent and in good standing to utilize the Park's Pool, Pool Area and other community facilities.

**Deposit**

On execution of this lease, Lessee deposits with Lessor the sum of \$\_\_\_\_\_, receipt of which is hereby acknowledged by Lessor, as security for the faithful performance by Lessee of all the provisions of this lease. This deposit does not give the Lessee the right to withhold the rent, or prohibit Lessor from exercising any of the rights hereunder in respect to the non-payment of rent. Should the Lessee be in default or fail in the full performance of this lease agreement or be in violation of the park's rules then they agree to forfeit the deposit. Said deposit will be returned to Lessee at the end of the Lease period less any amount the Lessor deems necessary to fulfill the lease obligations of the Lessee.

**Park Rules**

On execution of this lease, the lessee confirms that they have read the park's rules and agree to abide and to have all their guests abide by them. Any violation of these rules shall constitute a breach of this contract. Lessee also agrees to abide by any update or revision to the rules deemed necessary by the Park Management and posted to the Company's website at Lakehillpark.com with or without notice of change.

**Use**

The demised premises shall be used only as a single-family residence, and Lessee shall not permit the demised premises or any part thereof to be used for (1) the conduct of any offensive, noisy, or dangerous activity; (2) the creation or maintenance of a public nuisance; (3) anything which is against the laws or rules and regulations of any public authority at any time applicable to the demised premises; (4) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other tenants of the Lessor; (5) no mobile home on the demised premises shall be allowed to be rented, leased or subleased to a third party without the prior written consent of Lessor. 6) Lessee will complete and return to Lessor, the Trailer Identification document. 7) Lessee will provide Lessor a copy of the Title of the Mobile Home. 8) Lessee will notify Lessor of any change of ownership of the Mobile Home and provide the Lessor a copy of new Title. 9) The Lessee will maintain the condition of the Mobile Home to the standard required by the Lessor.

**Pets**

Lessee shall not keep any pets on the demised premises except: HOUSE PETS.

**Parking Privileges**

Lessee agrees to use the areas designated as parking spaces, or reserved for vehicular parking, on the demised premises only for the parking of motor vehicles including automobiles, motorcycles, and pickup trucks but excluding, without the written consent of Lessor, trailers of any kind, mobile homes, campers, buses, or trucks larger than three-quarter ton. Further, Lessee agrees not to disassemble any motor of any kind in, on, or near the demised premises without the written consent of Lessor.

**Utilities**

Lessee shall pay all charges incurred for the furnishing of public utilities to the demised premises, including any deposits required for any utilities, except charges incurred for the furnishing of water and the removal of refuse and garbage from the demised premises which shall be paid by Lessor.

**Hold-Harmless Clause**

Lessee agrees to indemnify and hold Lessor and the property of Lessor, including the demised premises free and harmless from any and all liability, claims, loss, damages, or expenses, including any attorney's fees and/or costs, arising by reason of damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, caused or allegedly caused by some condition of the demised premises, the fault of Lessee, or some act or omission, whether or not negligent or intentional, of Lessee or any person in, on, or about the demised premises as a guest, licensee or invitee of Lessee.

**Assignment and Subletting**

Lessee shall not assign this lease or sublet all or any portion of the demised premises without the prior written consent of Lessor. Any assignment or subletting without the prior written consent of Lessor shall be void and shall, at the option of Lessor, terminate this lease. Lessor's consent to any such assignment of this lease or subletting of the demised premises by Lessee shall not be unreasonably withheld, but the consent of Lessor to any one such assignment or subletting shall not be deemed consent by Lessor to any subsequent assignment or subletting.

**Sale of Mobile Homes**

Lessor agrees to allow the Lessee to place on the market for sale the mobile home on the rented lot if the lessee is not in default of this lease agreement. Lessee agrees to give Lessor first right of refusal for 30 days on any mobile home sold in Lake Hill Park. If Lessor does not exercise their right of first refusal within 30 days, Lessee will provide Lessor with the copy of the Bill of Sale including the name, address and phone number of the new owner. Following the sale, Lessee shall have 10 days to vacate the demised premises. However, it is expressly agreed that the Lessee will continue to be liable until either the mobile home is removed from the park or until there exists a new Lease Agreement between the Lessor and the new owner. Lessor is under no obligation under this agreement to rent to the new owner. If you sell your mobile home on contract and the new owner desires to lease our lot, we will lease our lot to them only if, both you and the new owner are liable for the obligations of our lease agreement.

**Destruction of Premises**

Should any part of the demised premises be destroyed by fire, casualty, or other cause not the fault of the Lessee, Lessor shall promptly repair and restore the demised premises to their former condition at Lessor's sole cost and expense. During the making of the repairs and restoration work, the rent payable under this lease shall be abated for the time and to the extent that Lessee is prevented from fully occupying and enjoying the demised premises under this lease in Lessee's usual and normal manner. However, in lieu of making such repairs and performing such restoration work, Lessor may terminate this lease where either (a) the necessary repair or restoration work cannot reasonably be completed under applicable laws and regulations within 30 working days after it is commenced, or (b) the loss is not covered by Lessor's then existing fire and extended coverage insurance policies, provided that such policies are of an adequate and reasonable nature. If Lessor chooses to terminate this lease under the provisions of this paragraph, any security deposits and/or unused rent shall promptly be returned to the Lessee.

**Multiple Occupancy**

Should more than one person execute this lease as Lessee, all such persons shall be jointly and severally liable for all of the terms, conditions, covenants, and provisions of this lease; provided however, that any act or signature of one or more of the persons executing this lease as Lessee and any notice or refund given to or served on one of the persons executing this lease as Lessee shall be fully binding on each and all of the persons executing this lease as Lessee. All Adult residents are required to sign lease as Lessee. All minors are to be listed on the Resident Information Document and returned to Lessor.

**Default by Lessee**

Should Lessee be in default for a period of more than 10 days in the performance of any provision of this lease, Lessor may continue this lease and charge a \$100.00 penalty per occurrence or terminate this lease and regain possession of the demised premises in the manner provided by the Lessor's Remedies and the laws of this state in effect at the date of such default.

**Insolvency of Lessee**

Should Lessee make an assignment for the benefit of creditors or allow a judgment rendered against said Lessee to stand unsatisfied and unbonded for 60 days or more, this lease and all rights, privileges, and benefits of Lessee under this lease shall, at Lessor's option, terminate and not become part of the estate subject to such assignment or judgment.

**Holdover by Lessee**

Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expirations of this lease, a new tenancy from month-to-month shall be created between Lessor and lessee which shall be subject to all of the terms and conditions of this lease but shall be terminable by thirty days written notice served by either the Lessor or the Lessee on the other party to this lease.

**Acts Constituting Breach by Lessee**

Lessee shall be guilty of a material breach of this lease should Lessee:

- a. Fail to pay any rent or other sum becoming payable under this lease on the date it becomes due;
- b. Default in the performance of or of any provision, term, covenant, or condition of this Lease or the Park Rules;
- c. Abandon the demised premises before expiration of the full term of this lease;
- d. Allow a receiver to be appointed to take possession of all or substantially all of Lessee's property unless the receiver is discharged within 30 days after his appointment;
- e. Allow any judgment against the Lessee to remain unsatisfied and unbounded for a period or more than 60 days.

**Lessor's Remedies for Breach of Lease**

Should lessee be guilty of a material breach of this lease, as defined herein, Lessor, in addition to any other remedies given Lessor by law or equity may:

- A. Continue this lease and charge a \$100.00 penalty and be entitled to enforce all of Lessor's rights and remedies under this lease including the right to recover the rent specified in this lease as it becomes due under this lease;
- B. Terminate this lease and Lessee's right to possession of the demised premises. Lessor to recover and collect from Lessee:
  - 1) The unpaid rent for the balance of the lease term and collect rent for the period the Mobile Home and/or any personal property remains on the rental Lot.
  - 2) Any other amount necessary to compensate the Lessor for all detriment approximately caused by Lessee's failure to perform Lessee's obligations under this lease;
  - 3) Regain possession of the demised premises, by the removal of the Mobile Home and all personal property from the rental lot at the expense of the Lessee and without any Liability to Lessor for damage. Store the Mobile Home on the storage area and charge Lessee the same rate as the then current lot rent.
  - 4) At Lessor's Option, dismantle and destroy, at the expense of the Lessee and without any Liability to Lessor, any mobile home and personal property abandoned for 90 days as determined by Lessor.
  - 5) Any and all other Remedies in the manner provided Lessor by the laws of this state.

**Notices**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by the lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or, in lieu of such first-class postage prepaid, addressed to Lessee at the address of said premises or to Lessor at P.O. Box 716 Monon, IN 47959. Either party, Lessor or Lessee, may change their address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

**Attorney's Fees**

Should any litigation be commenced between the parties to this lease concerning the demised premises, the lease, or the rights and duties or either in relation thereto, the Lessor shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for attorney's fees to be determined by the court.

**Binding on Heirs and Successors**

This lease shall be binding on and shall insure to the benefit of the heirs, executors, administrators, and successors of the parties, hereto, but nothing in this paragraph shall be construed as consent by Lessor to any assignment of this lease by Lessee.

**Time of the Essence**

Time is expressly declared to be of the essence for all purposes of this lease.

**Waiver**

The waiver of any breach of any of the provisions of this lease by Lessor or Lessee shall not constitute a continuing waiver or a waiver of subsequent breach by Lessor or Lessee either of the same or of another provision of this lease.

**Sole and Only Agreement**

This Lease instrument and the current Park Rules constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises or the leasing of the demised premises and any equipment or personal property subject to this lease to Lessee by Lessor. It correctly sets forth the obligations of Lessor and Lessee to each other as of its date, and any agreements or representations respecting said premises, the equipment or personal property subject to this lease, or their leasing by Lessor to Lessee not expressly set forth herein are null and void.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_. Lessor: \_\_\_\_\_

\*\*\* YOU MUST PRINT YOUR NAME UNDER YOUR SIGNATURE BELOW\*\*\*

SIGNATURES: Lessee\_\_\_\_\_ Lessee\_\_\_\_\_ Lessee\_\_\_\_\_ Lessee\_\_\_\_\_

PRINTED: \_\_\_\_\_