***Lease* of Mobile Home Park Space**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This ***lease*** agreement is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Texas, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*status, e.g.,* a Texas corporation,] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”).

***Lease* of Premises**

1. Landlord ***leases*** to Tenant and Tenant ***leases*** from Landlord the mobile home space [*or* lot], designated number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [*and the parking space designated number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*,] (“the Premises”) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Park”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas.

**Term**

2. This ***lease*** is for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the ***Lease*** Term”), beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Rent**

3. During the ***Lease*** Term, Tenant agrees to pay Landlord as rent for the use and occupancy of the Premises, a total rental of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable at the rate of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month, beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and on or before the first day of each month thereafter. Tenant agrees to pay Landlord a late charge of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for each monthly rent payment not paid on or before its due date. All rent must be paid to Landlord at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [*Add, if desired:* Tenant must make all rental payments by check or money order, and may not make rental payments by cash.].

**Security Deposit**

4. At the time Tenant executes this ***lease*** agreement, Tenant must deposit with Landlord the sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be held by Landlord as security for the performance of this ***lease*** by Tenant. Landlord is not obligated to pay Tenant any interest on the deposit during the time it is held by Landlord. **Tenant agrees to give advance notice of surrender to Landlord as a condition for refunding the security deposit to Tenant. Landlord agrees to refund the security deposit to Tenant within 30 days after Tenant surrenders the Premises, provided advance notice of surrender is given.** Landlord may deduct from the security deposit damages and charges for which Tenant is legally liable under the ***lease*** agreement or as a result of breaching the ***lease***. Tenant may not withhold payment of any portion of the last month’s rent on grounds that the security deposit is security for unpaid rent.

**Use of Premises**

5. Tenant may use the Premises only as a lot for the maintenance and installation of the manufactured home described in Paragraph 6 of this ***lease***. The manufactured home may be used for residential purposes only.

**Identification of Manufactured Home**

6. The manufactured home to be occupied by Tenant and located on the Premises is described as follows:

 Name of Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date of Manufacture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Manufacturer I.D. Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Manufacturer Trade Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Manufacturer Model Name of Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Manufacturer Serial Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Length: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Width: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Weight: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Registered Owner(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Legal Owner’s Name and Address (if different than Registered Owner): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lienholder(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Before beginning occupancy in the Park, Tenant must deliver to Landlord a duplicate valid registration card for the manufactured home.

**Installation**

7. Tenant must give Landlord at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*time period, e.g.,* 72 hours’] advance notice of the date Tenant’s manufactured home will be installed on the Premises. Tenant, at Tenant’s sole expense, must obtain the required installation permit and must otherwise cause the installation to comply with all applicable laws and regulations then in effect for manufactured home installation. Appurtenances to the manufactured home, including awnings, porches, decks, and storage sheds, must be installed or erected only after obtaining all required permits, and then only with the prior written consent of Landlord and in compliance with the Park Rules and Regulations.

**Maintenance by Tenant**

8. Tenant must at all times maintain Tenant’s manufactured home and the Premises in a clean and sanitary condition, and must cause all rubbish and other debris to be removed from Tenant’s manufactured home and the Premises on a regular basis. Landscaping on the Premises must be watered and maintained by Tenant, at Tenant’s expense. In addition, Tenant must comply with all Park Rules and Regulations, described in paragraph 9 of this ***lease***, pertaining to the maintenance of the Premises by Tenant. If Tenant fails to maintain the Premises in accordance with this paragraph and with applicable Park Rules and Regulations, Landlord shall have the right to perform or cause the performance of the necessary maintenance and to charge Tenant a reasonable fee for services performed. Before exercising this right, Landlord must give Tenant written notice that states the specific condition to be corrected and an estimate of the charges that will be imposed if Landlord corrects or causes the correction of the condition. If Tenant fails to correct the condition within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days, Landlord shall have the right to cause the condition to be corrected and to impose a reasonable fee on Tenant for the services performed.

**Compliance With Park Rules and Regulations**

9. Tenant must at all times comply with and abide by the Park Rules and Regulations, as they may from time to time be amended. Landlord must give Tenant written notice of any proposed additions or amendments to the Park Rules and Regulations made after the date of this ***lease***. The Park Rules and Regulations are attached to this ***lease*** as Exhibit A and are hereby incorporated by reference in this ***lease*** and made a part hereof.

**Accepting and Surrendering Premises**

10. Landlord warrants that the Premises are suitable for the installation of Tenant’s manufactured home. By taking possession of the Premises, Tenant accepts them as being in good state of repair and in sanitary condition. Tenant agrees to surrender the Premises to Landlord at the end of the ***Lease*** Term, if the ***lease*** is not renewed, in the same condition as when Tenant took possession, allowing for reasonable wear and tear.

**Maintenance by Landlord**

11. Landlord agrees to (a) comply with all codes, statutes, ordinances, and administrative rules applicable to the Park; (b) maintain in a clean and usable condition all common area facilities, described in paragraph 12 of this ***lease***; (c) maintain all roadways in the Park; (d) provide services for the common collection and removal of garbage and solid waste from within the Park; and (e) repair or remedy conditions on the Premises that materially affect Tenant’s physical health or safety, provided Tenant gives Landlord notice of any such condition, Tenant is not delinquent in the payment of rent at the time notice is given, and the condition was not caused by Tenant, a member of Tenant’s family, a lawful occupant of Tenant’s Premises, or a guest or invitee of Tenant. Landlord has no obligation to repair or remedy conditions present in or on Tenant’s manufactured home. For emergency maintenance, Tenant should contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Common Area Facilities**

12. The Park contains the following common area facilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*describe facilities, e.g.,* two laundry rooms, one swimming pool, one recreation room, and paved streets throughout the Park]. During the ***Lease*** Term, Tenant shall have the right to use these facilities in common with other tenants of the Park. Landlord, shall provide and maintain all physical improvements in the common facilities in good working order and condition. With regard to a sudden or unforesee able breakdown or deterioration of these improvements, Landlord shall have a reasonable period of time to repair the sudden or unforesee able breakdown or deterioration and bring the improvements into good working order and condition after Landlord knows or reasonably should have known of the breakdown or deterioration. For purposes of this provision, a reasonable period of time to repair a sudden or unforesee able breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except when exigent circumstances justify a delay.

**Utilities and Related Services**

13. Landlord shall provide the following utilities and related services for Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify, e.g.,* sewer service and trash and garbage removal service]. Tenant shall contract directly with the provider, and pay the provider for, the following utilities and related services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify, e.g.,* gas, electricity, water, telephone, and cable television].

**Landlord’s Right of Entry**

14. Landlord shall not enter Tenant’s manufactured home unless Tenant is present and gives consent, or unless Tenant has previously given written consent, specifying the date and time of entry. Landlord may enter Tenant’s manufactured home in a reasonable manner and at a reasonable time in case of emergency or if Tenant has abandoned the manufactured home.

**Assignment and Subleasing**

15. Tenant may not assign this ***lease*** or sublet the Premises without Landlord’s prior written consent.

**Sale of Manufactured Home**

16. If Tenant intends to sell Tenant’s manufactured home during the ***Lease*** Term, Tenant must notify Landlord in writing of the proposed sale as soon as possible, but in no event later than the close of escrow for the sale. The notice must contain the name and address of the proposed purchaser, the name of the escrow company handling the sale, and the date escrow is scheduled to close. If the proposed purchaser wishes to keep the Tenant’s manufactured home in the Park after purchasing it, Landlord shall have the right to approve the proposed purchaser and may require the proposed purchaser to submit specified information to Landlord to enable Landlord to determine whether to approve or disapprove the purchaser. Within 15 business days of receiving all required information from the prospective purchaser, Landlord shall notify Tenant and the prospective purchaser, in writing, of Landlord’s acceptance or rejection of the proposed purchaser. If the proposed purchaser is rejected, Landlord shall specify, in writing, the reasons for the rejection.

**Tenant’s Notice of Intent to Vacate**

17. Tenant must give Landlord at least 60 days’ advance written notice of Tenant’s intent to vacate the Park and to terminate the tenancy under this ***lease***. If Tenant vacates the Park for any reason, other than following the sale of Tenant’s manufactured home under paragraph 16 of this ***lease***, Tenant shall cause Tenant’s manufactured home to be removed from the Park on or before the date Tenant vacates the Park in compliance with paragraph 22 of this ***lease***.

**Landlord’s Notice of Offer to Renew *Lease* or of Nonrenewal of *Lease***

18. Landlord must give Tenant at least 60 days’ advance written notice of any offer by Landlord to renew the ***lease*** beyond the original ***Lease*** Term specified in paragraph 2 of this ***lease***. The notice must specify the proposed rent amount and any change in the ***Lease*** Terms, and must include a statement informing Tenant that Tenant’s failure to reject the offer to renew at least 30 days before the date on which this ***lease*** expires will result in the renewal of the ***lease*** under the modified terms. If Landlord does not intend to renew the ***lease*** beyond the original ***Lease*** Term, Landlord must give Tenant at least 60 days’ advance written notice of nonrenewal. Tenant must pay all rent and other amounts due under the ***lease***, including any late charges, during this 60-day period.

**Landlord’s Termination of *Lease* for Change in Land Use**

19. Landlord may terminate the ***lease*** based on a change in the Park’s land use only after giving Tenant at least 120 days’ advance written notice of the change. The notice must specify the date of the change and inform Tenant that Tenant must relocate the manufactured home.

**Landlord’s Termination of *Lease* for Tenant’s Nonpayment of Rent or Other Breach**

20. Landlord may terminate the ***lease*** for Tenant’s violation of any provision of this ***lease***, including any violation of the Park’s Rules and Regulations incorporated in this ***lease*** as Exhibit A. Landlord may also terminate the ***lease*** for Tenant’s failure 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, after Landlord notifies Tenant in writing of the delinquent payment and Tenant fails to tender the delinquent payment in full to Landlord within ten days after Tenant receives the notice.

**Penalty for Tenant’s Early Termination of *Lease***

21. Landlord may require Tenant to pay, as a penalty for Tenant’s early termination of the ***lease***, an amount equal to the amount of rent that remains outstanding for the ***Lease*** Term and any other amounts owed for the remainder of the ***lease*** under its terms. Landlord must attempt to mitigate its damages resulting from Tenant’s early termination of the ***lease***.

**Surrender of Premises and Removal of Manufactured Home**

22. On the expiration or earlier termination of this ***lease***, Tenant shall, at Tenant’s sole expense, surrender the Premises and cause Tenant’s manufactured home to be moved from the Premises and the Park, unless Tenant has validly assigned this ***lease*** to a purchasing third party as provided in paragraph 16 of this ***lease***. All personal property or appurtenances owned by Tenant and located on the Premises shall also be promptly removed. Tenant shall clear the Premises of all debris and leave it in a clean condition.

**Notices**

23. All notices required to be given Landlord under this ***lease*** shall be given to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of Landlord, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All notices required to be given Tenant under this ***lease*** shall be given to Tenant at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All notices must be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to that person.

**Attorney’s Fees**

24. If any legal action or proceeding arising out of or relating to this ***lease*** is brought by either party to this ***lease***, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney’s fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

**Entire Agreement**

25. This ***lease*** constitutes the entire and only agreement between Landlord and Tenant regarding Tenant’s tenancy in the Park. It fully and correctly sets forth the respective obligations of Landlord and Tenant as of its date.

**Amendment of Agreement**

26. Any amendment or modification of this ***lease*** shall be valid and binding only if made in writing and executed by both parties to this ***lease***.

**Governing Law**

27. **This *lease* is governed by Chapter 94 of the Texas Property Code, which grants certain rights and imposes certain obligations on landlords and tenants with respect to *leases* of lots in manufactured home communities.**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LANDLORD

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*typed name of landlord*]

 By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature*]

 [*typed name and title*]

TENANT

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature of tenant*]

 [*typed name*]

**EXHIBIT A**

**[Park rules and regulations]**