

# LOT LEASE AGREEMENT

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This Lot Lease Agreement (hereinafter referred to as the “**Lease**”) is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between Richard Hammond and Russell Hammond, Trustees of Hammond Village Trust, as the park owners and operators (hereinafter referred to as “**Park Owners**”) of Hammond Village Manufactured Housing Park (hereinafter referred to as the “**Park**”), having a mailing address P.O. Box 907, Raymond, New Hampshire, 03077 and \_\_\_\_\_ (hereinafter referred to as the “**Homeowner(s)**”).

**Incorporation of Hammond Village Rules and Regulations:** The Hammond Village Rules and Regulations (hereinafter referred to as the “**Park Rules**”), *including any lawful revisions thereto*, are hereby specifically incorporated by reference as terms of this Lease by reference

**Lease of Premises:** For and in consideration of the rent and mutual covenants and agreements contained in this Lease, the Park Owners hereby lease to the Homeowner(s) the below described premises (hereinafter sometimes referred to as the “**Premises**”) and grant the right to the Homeowner(s) to place the below described manufactured home (hereinafter sometimes referred to as the “**Home**”) on the Premises to be occupied solely as a private residence:

- PREMISES: \_\_\_\_\_, Raymond, NH 03077
- HOME: (Year) \_\_\_\_\_ (Make) \_\_\_\_\_  
(Model) \_\_\_\_\_ (Serial Number) \_\_\_\_\_

**Duration of Tenancy:** This Lease shall run for a term of \_\_\_\_\_ months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ through the 31<sup>st</sup> day of December, 20\_\_\_\_. After the initial lease term, the tenancy shall automatically convert to a month-to-month tenancy.

**Rent:**

1. The Homeowner(s) shall pay rent in the amount of \$\_\_\_\_\_ per month. Rent is due on the first day of each month in advance and shall be paid promptly on the dates agreed; and the parties hereto acknowledge and agree that the time of each and every payment is of the essence of this Lease.
2. The Homeowner(s) shall pay for all gas, heat, light, power, water, telephone, trash, and any and all other services, except as may be herein expressly excepted.
3. **LATE CHARGE:** If a payment is more than seven (7) days late, the Homeowner(s) acknowledges and agrees that the Homeowner(s) shall be charged a late fee of Fifteen Dollars (\$15.00).
4. Rent payments shall be mailed to P.O. Box 907, Raymond, New Hampshire, 03077.

**Other Charges:**

- **Park Rules:** In addition to lot rent, the Homeowner(s) shall also pay any and all charges and/or penalties assessed for any applicable violation of any provision of the Park Rules.

- **Taxes:** The Homeowner(s) agree that they will pay any tax assessed upon the Home by any local authorities in a prompt and timely fashion and will not cause or allow the Home to be sold, removed from the Park, or put into possession of another person until any such tax has been paid or until arrangements satisfactory to the Park Owners have been made. In the event that any such tax is assessed to and paid by the Park Owners pursuant to RSA 73:16-a, they shall be entitled to be reimbursed by the Homeowner(s) for any such payment, interest pursuant to RSA 76:13, and reasonable attorneys' fees; and, moreover shall have a lien upon such property which takes precedence over all other liens and encumbrances thereon.

**Compliance with Park Rules, Ordinances, Laws, etc.:** The Homeowner(s) hereby agree to comply with the Park Rules and all local ordinances and/or federal or state laws, rules, or regulations relating to manufactured/mobile homes or manufactured/mobile home parks. The Homeowner(s) further agree to cure, in a prompt and timely fashion, any failure to comply with such Park Rules, ordinances, laws, rules, and/or regulations. The Homeowner(s) further acknowledge and agree that it is the Homeowner(s) responsibility to ensure the compliance of all persons living on the Premises and any and all guests to the Premises.

**Restrictions of Occupancy:** The persons permitted to occupy the Premises shall consist of the Homeowner(s) and no more than three (3) additional persons listed in the space provided below the signatures of the parties at the end of this Lease for a maximum occupancy of four (4) persons. Additionally, there is a three (3) adult limit. If any person not listed or otherwise in excess of the four (4) person/three (3) adult maximum occupies the Premises without written authorization by the Park Owners, then the Homeowner(s) shall (i) be assessed an additional charge equal to ten percent (10%) of the gross monthly rent for every adult in excess of the permitted number of 3 (or Ten Dollars (\$10.00), whichever is greater, and which charge shall be added as additional rent for each month where the number of adults residing on the Premises exceeds the 3 adult limit established by the Park Rules, **and (ii) shall also be subject to eviction from the Park for violation of Park Rules.** Homeowner(s) are permitted to have a reasonable number of guests, but any person residing on the Premises for more than thirty (30) consecutive days shall be considered an occupant and required to leave the Premises (unless written authorization is given by the Park Owners).

Failure to pay any additional rent charge shall constitute a failure to pay rent, shall be subject to a late charge, and shall be cause for the Park to move forward with an eviction for nonpayment of rent. All collection including eviction costs (lawyer fees, sheriff and Court costs, certified mail etc.) will be charged to the Homeowner(s). However, payment of the additional rent charge shall **not** have the effect of curing the rule violation so as to prevent or delay the lawful eviction process for a violation of park rules.

**Restriction on Use of Premises:** The Premises shall be used exclusively for residential purposes. The Homeowner(s) shall not use or permit the Premises to be used for any business purpose.

**Condition of the Premises; Inspections:** The Homeowner(s) hereby acknowledge that they have previously inspected the Premises and have found them to be in a safe and acceptable condition. The Homeowner(s) agree that they will maintain the Premises in a safe and proper

condition during the term of this Lease. The Homeowner(s) further agree to allow the Park Owners (or their representative) to enter and inspect the Home or Premises for reasons of health, safety, maintenance or the welfare of other residents of the Park, or in the event of an emergency. Any such entry or inspection shall be made at reasonable times, and only with the permission of the Homeowner(s), which permission shall not unreasonably be withheld and shall be deemed to have been given in an emergency.

**Limitation of Liability:** It is understood and agreed that:

1. The Park Owners shall not be liable with respect to any condition or event occurring or resulting by reason of severe weather conditions, Act of God, or other circumstances beyond the reasonable control of the Park Owners.
2. The Park Owners shall not be liable for any damage or injury if the same is caused by the act or neglect of Homeowner(s) or any other person or by causes not within the reasonable control of the Park Owners.
3. If any condition requiring correction by the Park Owners shall have been caused by the act or neglect of the Homeowner(s), other occupant(s) of the Home, or the Homeowner(s) agents, servants, licensees, invitees or guests, the Homeowner(s) shall promptly pay all expenses incident to such correction.
4. Misuse of any plumbing/septic system by flushing sanitary pads, food, grease, disposable diapers, cigarettes, or any other unsuitable item that thereby causes damage to the septic shall result in liability to the Homeowner(s). The Homeowner(s) shall contact the Park Owners as soon as any septic, drainage, or flushing problems occur; and the expense of clearing a blocked sewer line shall be the Homeowner(s)' if it is determined that the cause of the blockage was from Homeowner(s) misuse.

**NO Assignment or Sublease:** The Homeowner(s) shall not assign this Lease nor sublease the Premises or the Home so long as it is situated on the Premises.

**Termination:** Subject to applicable New Hampshire law, this Lease may be terminated by the Park Owners upon the occurrence of any one or more of the following:

1. Nonpayment of rent;
2. Nonpayment of utility charges;
3. Nonpayment any reasonable incidental services charges;
4. Nonpayment of any tax assessed upon the Home;
5. Any assignment of this Lease or any sublease of the Premises or the Home situated on the Premises by the Homeowner(s), or any change in the ownership of the Home or its principal occupants;
6. Any failure to comply with any provision of this Lease or the Park Rules; provided, however, that the Homeowner(s) are first given written notice of the failure to comply and a reasonable opportunity thereafter to comply;
7. Failure of the Homeowner(s) to comply with local ordinances or state or federal law or regulations relating to manufactured housing or manufactured housing parks; provided that the Homeowner(s) are first given written notice of the failure to comply with said laws or regulations and a reasonable opportunity thereafter to comply;
8. Damage by the Homeowner(s) to the Park or the Premises, reasonable wear and tear excepted;

9. Repeated conduct of the Homeowner(s) within the Park which disturbs the peace and quiet of other homeowners in the Park; and/or
  10. Condemnation or change of use of the Park.
15. **Surrender of the Premises:** In the event that this Lease shall have expired or been terminated, the Homeowner(s) shall peacefully quit and surrender the Premises to the Park Owners. The Homeowner(s) shall remove the Home and all personal property and shall repair any damage caused to the Premises. In the event that the Home and personal property have not been removed from the Premises upon the expiration or termination of this Lease, the Homeowner agrees to pay any expense arising in connection with the removal and storage of the Home and personal property. The Homeowner(s)' obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this this Lease and the termination of residency in the Park.
16. **Costs and Attorneys' Fees:** If the Park Owners hire an attorney to enforce their rights under this Lease due to the Homeowner(s)' breach or violation of this Lease or of the Park Rules incorporated herein, the Homeowner(s) agree that they shall be responsible to pay the costs of said enforcement, including all reasonable attorney fees.
17. **Miscellaneous:**
1. **No Waiver of Breach:** No assent, by either party, whether express or implied, to a breach of a covenant, condition, or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.
  2. **Unenforceable Terms:** If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any application of such term shall not be affected thereby.
  3. **Entire Agreement:** This Lease, including the Park Rules incorporated by reference herein, embodies the entire agreement and understanding between the parties hereto and supersedes any and all prior leases, agreements, and/or understandings relating to the subject matter hereof.
  4. **Obligations:** If there is more than one Homeowner, then the obligations of the Homeowner(s) are described in this Lease shall be deemed to be the joint and several obligation of each such person.
  5. **Construction:** This Lease shall be interpreted under the laws of the State of New Hampshire.
  6. **Sale of Home/Septic Pumping:** If a home is sold in the Park, the Homeowner(s) agree to have the septic pumped or pay the Park Owners to have it done at time of sale. Cost to be going rate at time of sale.

**BY SIGNING BELOW, THE HOMEOWNER(S) HEREBY ACKNOWLEDGE AND AFFIRM THAT HE/SHE/THEY HAS/HAVE RECEIVED, READ, AND UNDERSTAND THIS LOT LEASE AGREEMENT AND THE HAMMOND VILLAGE RULES AND REGULATIONS IN THERE ENTIRETY AND AGREE THAT HE/SHE/THEY WILL COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH IN THIS LEASE AND THE PARK RULES. MOREOVER, TO THE EXTENT THAT THE HOMEOWNER(S) CONSENT MAY BE REQUIRED FOR ANY OF THE OBLIGATIONS IMPOSED BY THIS LEASE OR THE PARK RULES, THE HOMEOWNER(S), BY SIGNING BELOW, HEREBY ACKNOWLEDGE AND AFFIRM THEIR KNOWING AND VOLUNTARY CONSENT. FURTHER THE HOMEOWNER(S) REPRESENT THAT, INCLUDING THE HOMEOWNER(S), THE OCCUPANTS OF THE HOME THAT WILL BE SITUATED ON THE HAMMOND VILLAGE PREMISES WILL BE THE FOLLOWING:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Homeowner Name (please print)

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Homeowner Name (please print)

Hammond Village, by \_\_\_\_\_

\_\_\_\_\_  
(signature)