



LEXINGTON NORTH SHORES

Lease Agreement

THIS LEASE AGREEMENT is entered into on _____, _____ between, LEXINGTON NORTH SHORES as Agent of the Village of Lexington ("Landlord") and titled owner(s) of Home _____ ("Tenant").

1. Lease of Premises. Landlord agrees to lease to Tenant Lot #_____ (the "Premises") located at 5203 Main Street, Lexington, Michigan located in the Lexington North Shores Park community (the "Community") in consideration of: (i) Tenant's representations in its application for tenancy/residence, (ii) Tenant's payment of rent as required herein or as adjusted after the term of this Lease; (iii) Tenant's performance of all obligations required pursuant to this Lease; and (iv) Tenant's compliance with all laws, ordinances, rules, and/or regulations application to the Premises and/or Community, including the Regulations as a defined herein.

2. Rent and Security Deposit. Tenant shall pay monthly rent in the amount of \$_____/month (the "Rent") for the Premises. Rent is for land use only. Monthly Rent does not include any utilities, including, water, sewer, or garbage removal, which are billed separately and not included as part of Rent. Tenant shall be responsible for payment of all utilities associated with the Premises on a timely basis. Failure to make timely utility payments shall be considered a breach of the terms of this Lease.

Rent payments shall be due beginning _____ and are payable to the Village of Lexington and due on the 5th day of each month and must be received by Landlord by that date to be considered timely.

Rent checks may be mailed to the Village of Lexington at 7227 Huron Lexington, MI 48450. Landlord may, in its discretion, offer ACH options for payment of Rent. Tenant shall pay a late fee of \$35/month after the 15th of the month and for each month Rent is not timely paid in full or is not current. At the time of executing this Lease, Tenant shall pay Landlord a Security Deposit equal to one months rent. The Security Deposit will be held and used by Landlord as required under Michigan law. A charge of \$35.00 for returned checks will be charged.

3. Term. This is a month-to-month lease. The terms and conditions of this Lease shall renew automatically each month unless at least 30 days written notice is provided by Tenant or Landlord. Nothing herein shall be construed to limit Landlord's ability to adjust Rent or adopt rules and regulations applicable to the Community upon provided all required notice to Tenant.

4. Use of Premises. The Premises may be used by Tenant solely to locate a mobile home (the "Home") that complies with all regulations, rules and requirements applicable to the Community. The Home may be used solely as a private residence by Tenant and/or their immediate family members. The Home may not be rented as a long and/or short-term rental or occupied by individuals except those identified herein.

| | | |
|----------|-------|-------|
| Make | Year | Size |
| | | |
| Serial # | Owner | Owner |
| | | |

Tenant is responsible to ensure all guests or invitees of Tenant comply with all laws, ordinances, rules, and/or regulations application to the Premises and/or Community.

5. Insurance. Tenant shall, at its expense, maintain fire, liability, and extended coverage insurance insuring the home contents and other property and/or improvement owned by Tenant on the Premises. Said insurance must include liability limits of at least \$100,000.00. Tenant must submit proof of insurance from an insurance company licensed with the State of Michigan to Landlord at time of executing this lease and annually upon renewal of insurance. Tenant shall provide Landlord an updated company of proof of insurance anytime there are changes.

6. Pets. Pets are not permitted on the Premises, in the Home or in the Community, except as specifically provided for in this Lease. Tenant may have up to 2 pets in the Home, provided, those pets do not cause disturbance to other residents of the Community or cause a nuisance. Further, prior to moving any pets onto the Premises/Home, Tenant must provide Landlord with written documents concerning each pet, including: (i) license information; (ii) veterinarian records including vaccination records; and (iii) all other documents deemed necessary by Landlord.

| | |
|------|------|
| Name | Name |
| | |

7. Landlord Right to Lien. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the said premises.

8. Tenant Improvements. Tenant shall make no alterations, additions or improvements to the Premises without the Landlord's prior written consent. Tenant shall not site or place the Home on the Premises in any location except as approved by Landlord. Landlord or its agent shall have free access at all reasonable hours to the Premises for the purpose of inspection and repairs. Work may be contracted to a third party provided the third party is licensed by the State of Michigan and is fully insured.

9. Tenant Inspection. Tenant acknowledges that they have examined the Premises prior to the making of this Lease and knows the condition thereof, and that no representations as to the condition or state thereof have been made by Landlord which are not herein expressed and the Tenant hereby covenants and agrees that the Premises meet the standards of fitness and habitability set forth under No. 292 of Public Acts of 1968. Tenant hereby agrees that they will not cause, allow or permit any waste, misuse or neglect of the premises.

10. Landlord Liability. Landlord, its employees and agents, are not responsible nor liable to Tenant for any loss or damage that may be occasioned by or through acts or omissions of other Tenants, their guests or invitees, or of any trespassers, or any loss or damages resulting to Tenant from bursting, stoppage, backing up or leaking of water, gas, electricity or sewers, or cause or causes whatsoever, except those imposed on Landlord by law. Further, Tenant agrees that Landlord shall not be liable for any damage or injury to persons or property occurring on the common areas, playground, or recreational facilities of the Landlord, except for injuries and damages caused by the Landlord's negligence or otherwise imposed by law. In the event of injuries to the Tenant or his/her family through negligence of the Landlord, the Tenant agrees to give the Landlord a written notice of the occurrence of said injury within five (5) days of the happening thereof. Said notice must be in writing and delivered to Landlord. In the event the said Premises, or any other property within the Community, is damaged by fire or any other cause due to the acts, omissions, neglect and/or negligence of Tenant, his family, guests or invitees, the Tenant hereby covenants and agrees to restore the damaged areas to the original condition and the Tenant shall utilize contractors, mechanics, painters, and other workmen approved by the Landlord. There shall be no abatement for any rent under this Lease if the Premises is destroyed partially or in whole by fire or others of nature. It is expressly understood and agreed that there shall be no rent abatement for any delay in repairs to be made by Landlord unless said delay exceeds 30 days and the premises are rendered uninhabitable by the need for said repairs in which event any abatement shall only commence on the 31st day. It is further expressly understood and agreed that, whenever repairs to be made by Landlord are

delayed because of factors beyond its control, the obligations of Tenant hereunder shall not be affected thereby, nor shall any claim accrue to the Tenant against the Landlord or its assigns by reason thereof.

11. Default. If the Tenant shall default on any of the covenants herein or violates any of Lexington North Shores Rules and Regulations (the "Regulations"), or if the Landlord shall determine there is just cause for termination of the Lease, Landlord may terminate this Lease forthwith. For purposes of this Lease, "just cause" shall include all factors detailed in MCL 600.5775, as amended from time to time. As of the drafting of this Lease, MCL 600.5775 defines "just cause" as meaning one more of the following:

- (a) Use of the Premises by tenant for an unlawful purpose.
- (b) Failure by the tenant to comply with a lease or agreement by which the tenant holds the premises or with a rule or regulation of the mobile home park, adopted pursuant to the lease or agreement, which rule or regulation is reasonably related to any of the following: (i) The health, safety, or welfare of the mobile home park, its employees, or tenants; (ii) The quiet enjoyment of the other tenants of the mobile home park; (iii) Maintaining the physical condition or appearance of the mobile home park or the mobile homes located in the mobile home park to protect the value of the mobile home park or to maintain its aesthetic quality or appearance.
- (c) A violation by the tenant of rules promulgated by the Michigan department of public health under section 6 of the mobile home commission act, Act No. 96 of the Public Acts of 1987, being section 125.2306 of the Michigan Compiled Laws.
- (d) Intentional physical injury by the tenant to the personnel or other tenants of the mobile home park, or intentional physical damage by the tenant to the property of the mobile home park or of its other tenants.
- (e) Failure of the tenant to comply with a local ordinance, state law, or governmental rule or regulation relating to mobile homes.
- (f) Failure of the tenant to make timely payment of rent or other charges under the lease or rental agreement by which the tenant holds the premises on 3 or more occasions during any 12-month period, for which failure the owner or operator has served a written demand for possession for nonpayment of rent pursuant to section 5714(1)(a) and the tenant has failed or refused to pay the rent or other charges within the time period stated in the written demand for possession. The written demand for possession shall provide a notice to the tenant in substantially the following form: "Notice:

Three or more late payments of rent during any 12-month period is just cause to evict you." Nothing in this subdivision shall prohibit a tenant from asserting, and the court from considering, any meritorious defenses to late payment of rent or other charges.

- (g) Conduct by the tenant upon the mobile home park premises which constitutes a substantial annoyance to other tenants or to the mobile home park, after notice and an opportunity to cure.
- (h) Failure of the tenant to maintain the mobile home or mobile home site in a reasonable condition consistent with aesthetics appropriate to the park.
- (i) Condemnation of the mobile home park.
- (j) Changes in the use or substantive nature of the mobile home park.
- (k) Public health and safety violations by the tenant.

12. Subleasing. Tenant may not sublet the Premises and/or the Home, take in boarders, or permit anyone other than persons or pets listed on this Lease to reside on the Premises. Tenant may request additional persons be added to this Lease and such individuals will be subject to a background check and approval by the Landlord. The Home may not be rented, loaned, sublet, or used by anyone for any purpose other than granted in the Lease. **For clarity, short-term and/or long-term rentals of the Home by the Tenant are not permitted.** Tenant may only own a single Home in the Community at a time. Provided, Landlord may allow an exemption if Tenant is in the process of selling the Home.

13. Return of Premises. Upon termination of this Lease, whether by default or otherwise, Tenant shall surrender the Premises to Landlord in the same condition it was in as of the date of this Lease, ordinary usage excepted. Upon satisfactory inspection of the Premises by Landlord for compliance with this section and provided Tenant is not in default on any Rent or other obligations, the Security Deposit payment will be returned to the Tenant. It is understood that leaving the Home on the Premises after termination of the Lease, without written agreement from Landlord or unless permitted by law, is not allowed.

14. Truth in Renting Notice (Act 454 of 1978, 554.634 Sec 4).

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS LEASE AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT, IF YOU HAVE ANY QUESTIONS ABOUT THE INTERPRETATION OF LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

15. Landlord Notice Address. Tenant shall address all correspondence and all notices required herein to Landlord's Agent at the following address, which this address may be modified from time to time:

Village of Lexington Office
7227 Huron Avenue, Suite 100
Lexington, Michigan 48450

16. Tenant Notice Address. All notices may be sent to the Tenant at the following address or at such other address as provided to Landlord in writing:

| | |
|-------------------|--|
| Address | |
| City, State & Zip | |
| Phone # | |
| Email | |

17. Availability. The execution of this Lease does not guarantee or reserve a lot in the Community for any term beyond that specifically provided herein. Landlord retains exclusive control over the selection of persons to whom lots shall be leased.

18. No Discrimination. Landlord will not discriminate against anyone based on sex, race, color, religion, national origin, age, familial status, or disability.

19. Tax Revisions. In the event that the Michigan Legislature changes the amount of fee in lieu of tax on Mobile Homes, unless otherwise provided by law, such fee shall pass on to the owner of the Home. All personal property tax assessments on the Home or items on the Premises are the responsibility of Tenant.

20. Abandonment. If Tenant abandons the Home on the Premises and/or if Landlord is required to remove the Home from the Premises, Tenant shall be responsible for all costs and expenses incurred by Landlord to remove the Home. Further, in such case Tenant waives and releases Landlord from and for any liability related to damage to the Home, including its destruction.

21. Community Regulations. By initialing below, Tenant acknowledges receipt of Lexington North Shores Rules and Regulations, which govern the Premises, and hereby agrees to comply with the same as such are amended and revised from time to time in Landlord's description.

Tenant Initials: _____

22. Erosion Area. Lexington North Shores is currently designated a high-risk erosion area by the State of Michigan. Due to the designation, there are

recommendations and requirements the Village of Lexington must meet to be in compliance with State rules and regulations. This Lease and Tenant's rights are subject and subordinate to Landlord's obligations to comply with applicable rules, laws, regulations, orders and directives issued by the State of Michigan, United States Government or any lawful agency of the same.

23. Governing Law. This Lease is entered into pursuant to the laws of the State of Michigan and shall be governed by the laws of the State of Michigan.

24. Severability. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Lease or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Lease and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

25. Successors and Assigns. Except as otherwise expressly provided to the contrary in this Lease, this Lease shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

26. Reservation of Rights. Landlord reserves all rights under Michigan law with respect to the Premises, this Lease and the right to enforce the terms of this Lease. Landlord reserves the right to adjust the Rent, upon provided required notice to Tenant. Landlord reserves the right to adopt, amend, or revise the Regulations. Landlord reserves the right to pursue summary eviction proceedings based upon Tenant's default on the terms of this Lease, including, the failure to pay Rent. Landlord reserves the right to retake occupancy of the Premises upon a breach of this Lease or termination of this Lease as provided in Michigan law.

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|---------------------------|---------------|--------------------------|---------------|
| _____ Tenant Signature | _____ Date | _____ Village Manager | _____ Date |
| _____ Tenant Signature | _____ Date | _____ Village Clerk | _____ Date |