

**STANDARD TWELVE-MONTH  
RENTAL AGREEMENT**

Royal Oaks Mobile Home Park  
4695 Pacific Street  
Rocklin, CA 95677

Date this Agreement is Signed: \_\_\_\_\_

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1. Homesite Address/Space No.:
2. Resident(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The persons who are listed above, referred to in the balance of this document as "Resident," agree to lease the homesite/space listed above in the above-referenced mobilehome park, referred to in the balance of this document as "Park," for the period and according to the terms set forth in this Agreement.

3. Beginning Monthly Rent: \_\_\_\_\_
4. Facilities to be Provided by Park for Residents During the Term of this Agreement, Unless Changed:  
Laundry Room/Swimming Pool
5. Services to be provided by Park for Residents During the Term of this Agreement, Unless Changed:

Service	Charge
	\$
	\$
	\$
	\$

Utilities	Included in Rent	Paid by Resident Directly to Utility Co	Park Will Bill Resident Monthly	Unavailable
Natural Gas			<b>X</b>	
Electricity			<b>X</b>	
Water			<b>X</b>	
Cable TV		<b>X</b>		
Trash			<b>X</b>	
Sewer			<b>X</b>	
Rec. Fee			<b>X</b>	

6. **Security Deposit:** \$ \_\_\_\_\_ (Not to Exceed an Amount Equal to Two Months Rent)
7. **TERM:** The term of this Agreement shall be for a period of twelve months and is to begin on the date set forth on Page One of this Agreement and continue until \_\_\_\_\_. If Resident, without the Park's consent, remains in possession of the premises after expiration of the term of this Rental Agreement, or any extension thereto, and has not executed a new Rental Agreement with respect to the premises, said possession of the premises by the Resident shall be deemed a month-to-month tenancy on the same terms and conditions as contained herein, which may be terminated in accordance with the provisions of the Mobilehome Residency Law or any other applicable law.
8. **RENT AND OTHER CHARGES:** Resident shall pay rent in the amount of: \_\_\_\_\_ per month on the first day of each month, commencing at the start of the term of this Rental Agreement. In addition, Resident shall pay the utility and other charges billed by the Park to the Resident on the first day of each month following the receipt of the bill from the Park. Payment for either rent or other charges must be paid without deduction or offset whatsoever and shall be considered late following the fifth day of each month. Payment will be made at the Park office or at such other location as the Park may designate from time to time.

9. **RENTAL ADJUSTMENTS:** Park may increase rents at any time upon 90 days' notice and as allowed by state and local laws
10. **ADMINISTRATIVE CHARGE:** As additional rent, a charge may be assessed by the Park in the amount of 10% whenever rent and other charges are paid more than five (5) days after they are due. This charge is to cover the added administrative costs associated with processing a late payment. The five-day period does not include the date the payment is due.
11. **CHECK RETURN CHARGE:** As additional rent, a check return charge may be assessed by the Park in the amount of \$ 35.00 whenever a check for rent or any other charge is returned unpaid from a bank or financial institution.
12. **SECURITY DEPOSIT:** On execution of this Agreement, but only upon initial occupancy, Resident shall deposit with the Park the total sum of the security deposit specified on Page One of this Agreement, as security for the performance by the Resident of the provisions of this Agreement. For **new** residents of the Park who begin tenancy on or after January 1, 1989, if the Resident has promptly paid to management within five (5) days of the date the amount is due all of the rent, utilities and reasonable service charges for any twelve (12) consecutive month period subsequent to the collection of the security deposit, or upon resale of the mobilehome, whichever occurs first, management shall refund to the Resident the amount of the security deposit, upon receipt of a written request from the Resident, within thirty (30) days following the end of the twelve (12) consecutive month period of the prompt payment or the date of the resale of the mobilehome.

If the Resident is in default, the Park may, but is not obligated to, use the security deposit, or any portion of it, to cure the default or to compensate the Park for any damage sustained by the Park resulting from the Resident's default. If the Resident is not in default when the Resident terminates his/her tenancy in the Park, the Park shall return the security deposit to the Resident. The Park can maintain the security deposit separate and apart from the Park's general funds or can co-mingle the security deposit with the Park's general and other funds. The Park shall not be required to pay Resident interest on the security deposit. In the event of the termination of the Park's interest in this Agreement, the Park shall deliver the security deposit to the Park's successor in interest and such delivery shall constitute a discharge of the Park from any further liability hereunder. However, the successor in interest shall have the same obligation of the Park

As to any utility included in the rent, Park reserves the right to separately charge for these as allowed by Civil Code Section 798.41.

13. **PARK RULES:** The Park Rules are a part of this Rental Agreement and are attached hereto and incorporated herein by reference as though fully set forth at this point. Resident agrees to comply with all Park Rules that now exist and such additional Rules as may be promulgated by the Park from time to time in accordance with the Mobilehome Residency Law or any other law now in effect or as amended.
14. **MOBILEHOME RESIDENCY LAW:** Resident hereby acknowledges receipt of the Mobilehome Residency Law, a part of the Civil Code of the State of California, a copy of which is attached hereto. Terms and provisions of the Mobilehome Residency Law are specifically made a part of this Rental Agreement, and are incorporated herein by reference as though fully set forth at this point.
15. **COMMON FACILITIES:** It is the responsibility of the Park to provide and maintain the physical improvements in the common facilities of the Park in good working order and condition. The common facilities of the Park are specified on Page One of this Agreement. With respect to a sudden or unforeseeable breakdown or deterioration of the physical improvements in the common facilities, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting the health or safety condition and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.
16. **SITE MAINTENANCE:** The Park may, but is not obligated to, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event Resident fails to maintain such land or premises in accordance with the Rules and Regulations of the Park after written notification to the Resident and failure of the Resident to comply within fourteen (14) days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by the Park if the services are performed by the Park or its agent.
17. **TERMINATION OF RENTAL AGREEMENT BY PARK:** This Rental Agreement, at the option of the Park, may be declared forfeited and/or the tenancy may be terminated and/or Resident's right to possession terminated in accordance with the Mobilehome Residency Law and any other applicable law. Any such rights granted the Park due to any amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by the Park.
18. **TERMINATION OF RENTAL AGREEMENT BY RESIDENT:** Resident understands that this Rental Agreement will remain in effect and Resident will be liable to pay rent as set forth in this Agreement whether or not the Resident occupies the homesite/space or maintains a mobilehome at the homesite/space for the term of this

- Rental Agreement, unless the Resident terminates this agreement as required by law. Resident shall give written notice to the management not less than sixty (60) days before vacating his or her tenancy.
19. **REMOVAL ON SALE:** The Park may, at its option, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Park upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and any other applicable law. Any rights granted the Park due to amendments, deletions, or modifications of the Mobilehome Residency Law and any other applicable law may be enforced by the Park.
  20. **APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:** Resident may sell his or her mobilehome at any time pursuant to the rights and obligations of Resident and Park under the Mobilehome Residency Law or any other applicable law. Resident must, however, immediately notify the Park in writing of Resident's intent to sell his or her mobilehome if the prospective purchaser intends for the mobilehome to remain in the Park. If the Park does not exercise its rights pursuant to the Mobilehome Residency Law to require the removal of the mobilehome from the Park, and in order for the prospective purchaser to reside in the Park, he and/or she must: (1) complete an application for tenancy; (2) be accepted by the Park; (3) execute a new Rental Agreement; and (4) execute and deliver to the Park a copy of the Park's then effective Rules and Regulations.
  21. **RENTING OR SUBLETTING:** Other than as specifically authorized by California Civil Code Section 798.23.5, Resident shall not sublease or otherwise rent all or any portion of Resident's mobilehome or the premises. Resident shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Resident consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this paragraph.
  22. **USE PROHIBITED:** The mobilehome and premises shall be used only for private residential purposes and not business or commercial activity of any nature shall be conducted thereon.
  23. **IMPROVEMENTS:** All plants, shrubs, and trees planted on the premises as well as all structures, including fences permanently embedded in the ground, if allowed in the Park pursuant to the Rules and Regulations, blacktop or concrete or any structures permanently attached to the ground, shall become the property of the Park as soon as they are installed and may not be removed by the Resident without the prior written consent of the Park other than in cases of Park's responsibility for certain hazardous trees and certain Park installed driveways pursuant to Civil Code Sections 798.37.5, Resident shall maintain, repair, and, when necessary at Park's sole discretion, remove and/or replace all of the above at Resident's sole expense and responsibility and shall be completely responsible for each of them although they are the property of the Park, which may remove them at its option.
  24. **NOTICE:** The California Department of Justice, sheriffs departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
  25. **WAIVER:** The waiver by the Park of, or the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein or the violation of a Park Rule or Regulation shall not be a waiver of that term or Rule. The subsequent acceptance of rent or other charges by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Resident or any violation of Park Rules or failure of Resident to pay any particular rent, regardless of the Park's knowledge of the preceding breach or violation of Park Rules or Regulations or failure to pay rent.
  26. **ATTORNEYS' FEES AND COSTS:** In any action arising out of Resident's tenancy, this Agreement, or the provisions of the Mobilehome Residency Law, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.
  27. **TIME OF THE ESSENCE:** Time is of the essence with the Agreement.
  28. **INTERPRETATION:** Each provision of this Rental Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.
  29. **INSPECTION OF THE PREMISES:** By signing this Rental Agreement, Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect as represented by Park to the Resident, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, accepts them as they are.

30. **EFFECT OF THIS AGREEMENT:** Resident agrees that this Rental Agreement contains the entire Agreement between the parties regarding the rental of the homesite/space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior agreement of the parties, whether in writing or oral.
31. **ALTERATION OF THIS AGREEMENT:** This Agreement may be altered only by written Agreement signed by both parties by operation of law, or in any manner provided for by the Mobilehome Residency Law or other applicable law.
32. **ACKNOWLEDGEMENT:** Resident acknowledges that he and/or she has received a copy of this Rental Agreement, together with a copy of the Park Rules and Regulations, and a copy of the Mobilehome Residency Law, and further, that he and/or she has read and understands each of these documents. Resident understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof.

**SIGNATURES:**

_____	_____
(Resident)	Dated
_____	_____
(Resident)	Dated
_____	_____
(Resident)	Dated
_____	_____
(Park Management)	Dated

**INFORMATION CONCERNING THE MOBILEHOME WHICH PRESENTLY OCCUPIES, OR WILL OCCUPY, THE HOMESITE/SPACE WHICH IS THE SUBJECT OF THIS RENTAL AGREEMENT IS AS FOLLOWS:**

Make of Mobilehome: \_\_\_\_\_

Model of Mobilehome: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_ Vehicle ID#: \_\_\_\_\_

License or Decal #: \_\_\_\_\_ State of Registration: \_\_\_\_\_

Federal Label or Calif. Insignia #: \_\_\_\_\_

Legal Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Telephone #: \_\_\_\_\_

Registered Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Telephone #: \_\_\_\_\_

Junior Lienholder(s) Name and Address: \_\_\_\_\_

\_\_\_\_\_