

**NEW TENANT MOVE-IN FORM**

**Today's Date:** \_\_\_\_\_

**Name of Property:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**Customer Email:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Work Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Vehicle Make & Model:** \_\_\_\_\_

**Vehicle License Plate #:** \_\_\_\_\_

**Move In Date:** \_\_\_\_\_

**Unit (Lot Number):** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Lease Start Date:** \_\_\_\_\_

**Lease End Date:** \_\_\_\_\_

**Security Deposit Amount:** \_\_\_\_\_

**Date to Charge Security Dep:** \_\_\_\_\_

**Monthly Charges:** \_\_\_\_\_

**Date to Start Monthly Charges:** \_\_\_\_\_

**One Time Charges or Credits:** \_\_\_\_\_

**Date to Charge or Credit:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

This Lease Agreement (“Lease”) is entered by and between **OPELIKA MOBILE HOME PARK, LLC** (“Landlord”) and \_\_\_\_\_ (“Tenant”) on \_\_\_\_\_, 20\_\_\_\_\_. Landlord and Tenant may collectively be referred to as the “Parties.” This Lease creates joint and several liability in the case of multiple Tenants.

WITNESSETH: That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

**1. Leased Premises; Term of Lease; etc.**

**1.1 Leased Premises.** Landlord leases to Tenant, and Tenant rents from Landlord, the \_\_\_\_\_ (specify apartment or mobile home) located at: Opelika Mobile Home Park, **Lot Number:** \_\_\_\_\_ (the “Premises”), together with all furnishings and appliances therein, as listed on the schedule attached hereto as Exhibit A (each a “Furnishing,” and collectively the “Furnishings”) to Tenant.

**1.2 Original Term.** This Lease shall commence on \_\_\_\_\_ and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall expire on \_\_\_\_\_ (the “Lease Term”).

**1.3 Use of Premises.** Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

**1.4 Inspection of Premises.** Tenant or Tenant’s agent has inspected the Premises and the Furnishings, the fixtures, the grounds, building and improvements and acknowledges that: (i) the Premises are in good and acceptable condition and are habitable; and (ii) the Furnishings are in good and acceptable condition. If, in Tenant’s opinion, the condition of the Premises or the Furnishings has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord.

**1.5 Occupants of Premises.** Tenant agrees that no more than \_\_\_\_\_ persons may reside on the Premises, unless Tenant has received the prior written consent of the Landlord.

**2. Rent Payments; Late Fees.**

**2.1 Rent.** Tenant shall pay to Landlord during the Lease Term as rent for the Premises and Furnishings the amount of \$ \_\_\_\_\_ (“Rent”) each month in advance on the first day of each month. If the Lease Term does not start on the first day of the month or end on the last day of a month, the Rent for the relevant month will be prorated accordingly.

**2.2 Manner of Payment.** The Rent, and all other sums payable by Tenant to Landlord under this Lease, shall be payable in the form of a check or money order and shall be paid to Landlord at the on-site leasing office, or at any other address designated by Landlord.

**2.3 Late Fees.** If any amounts due under the Lease are more than five (5) days late, Tenant agrees to pay a late fee of ten percent (10%) of the outstanding balance or \$25.00, whichever is greater.

**2.4 Insufficient Funds.** Tenant agrees to pay the charge of \$25.00 for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

**3. Security Deposit.**

**3.1 Security Deposit.** On execution of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$\_\_\_\_\_ (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.

**Security Deposit Paid:** (Amount) \_\_\_\_\_ **Date** \_\_\_\_\_ **Initials (Lessee/Lessor)** \_\_\_\_\_

**3.1.1 Key Deposit.** Tenant will be given \_\_\_\_\_ key(s) to the Premises, entrance doors and \_\_\_\_\_ mailbox key(s). Tenant shall be charged \$\_\_\_\_\_ if all keys are not returned to Landlord following termination of the Lease.

**3.2 Return of Deposit.** In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises and Furnishings to Landlord. The Premises must be left in a clean condition to receive a refund of a Deposit. Any and all damages will be deducted from the Deposit; and if there is an amount due for further damages caused, the Tenant will be held responsible for the outstanding cost to repair the damages. If Tenant voluntarily leaves without giving the appropriated notice, or is evicted, no Deposit refunds will be made. Tenant must give a minimum of 30 days notice when vacating the premises.

**4. Default.**

**4.1 Event of Default.** If Tenant defaults in fulfilling any of the covenants of this Lease, Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Landlord serving a written three (3) days or a written thirty (30) days notice upon Tenant specifying the nature of said default and upon the expiration of said three (3) or thirty (30) days, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, Landlord may at Landlord's option: (i) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (ii) declare Tenant in default and terminate the Lease.

**4.2 Physical Remedies.** If the notice provided for in Section 4.1 has been given, and the term shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises and Furnishings. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.

**4.3 Financial Remedies.** In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; (ii) Landlord may re-let the Premises or any part or parts thereof; and/or (iii) Tenant shall also pay Landlord liquidated damages for his failure to observe and perform the covenants in this Lease. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant Landlord is unable to re-let the Premises during

any remaining term of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.

**5. Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease.

**6. Assignment.** Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease. No assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease. Boats travel trailers, motor homes, etc. may not be used as sleeping quarters by your guests. Such vehicles shall not be parked on the streets unless loading and unloading.

**7. The Premises: Possession; Treatment; etc.**

**7.1 Possession and Surrender.** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term, and Tenant shall not be obliged to accept possession of the Premises prior to the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises and the Furnishings to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, subject to ordinary wear and tear.

**7.2 Utilities and Services.** Tenant will be responsible for all utilities and services required on the Premises.

**7.3 Pets.** Tenant is not permitted to keep any Pets on the Premises without the prior written consent of Landlord. A one-time non-refundable pet fee is required per pet. See Pet Addendum for details and signatures.

**7.4 Dangerous Materials.** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

**7.5 Damage to Premises.** If the Premises or any part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the Rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, this Lease shall terminate and the Rent shall be prorated up to the time of the damage. Any unearned Rent paid in advance shall be refunded to Tenant.

**7.6 Alterations and Improvements.** Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

**7.7 Maintenance and Repair.** Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises and Fixtures that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agent or visitor. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. In the event of the failure of any

of the appliances or equipment, Landlord will use his best efforts to repair or replace any such damaged or defective area, appliance or equipment.

**7.8 Damage to Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Lease continue according to its terms.

**8. Inspection of Premises.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency situation, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and permitting entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm such alarm in case of emergency entry.

**9. Abandonment.** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord's option, terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least **45** consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

**10. Extended Absences.** In the event Tenant will be away from the Premises for more than ten (10) consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

**11. Security System.** Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

**12. Insurance.** Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises, the Furnishings and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

**13. No Other Representations, Construction; Governing Law; Consents.**

**13.1 No Other Representations.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their agreements.

**13.2 Construction and Severability.** If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**13.3 Governing Law.** This Lease shall be governed in all respects by, and construed in accordance, with the laws of the State of Alabama.

**14. Parties Bound.**

**14.1 Binding Effect.** The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**14.2 Exception.** The obligations of Landlord under this Lease shall not be binding upon Landlord named herein with respect to any period subsequent to the transfer of his interest in the Premises as owner or Tenant thereof, and in event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord.

**15. Miscellaneous.**

**15.1 Entire Agreement.** This Lease contains all of the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith and neither the Landlord nor any agent or representative of the Landlord has made or is making, and the Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

**15.2 No Waiver.** The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Lease or to exercise any election in this Lease shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by the Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach.

**15.3 Cumulative Rights.** Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**15.4 Notice.** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

**15.5 Headings.** The headings of the sections of this Lease are for convenience only and are not to be considered in construing said sections.

**15.6 Holdover.** If the Tenant holds-over in the Premises after the expiration or termination of this Lease without the consent of the Landlord, the Tenant shall pay as hold-over rental a monthly rental rate of 125% of the rent amount, unless otherwise agreed by the parties in writing; provided, however, that nothing in the foregoing provisions of this Section 15.6 shall be construed to limit or preclude any other rights or remedies available to the Landlord at law or in equity by reason of such holding-over by the Tenant, including, without limitation, the recovery by the Landlord against the Tenant of any sums or damages to which, in addition to the damages specified above, the Landlord may lawfully be entitled. A month-to-month tenancy shall be created by the payment of this hold-over rental, subject to the same terms and conditions of this Lease, and shall be terminable on thirty (30) days notice by either party, or on longer notice if required by law.

**15.7 Indemnification.** To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except Landlord's act or negligence

**15.8 Legal Fees.** In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable attorneys fees and costs in addition, to all other awarded relief.

**15.9 Changes to Lease.** Landlord reserves the right to make any necessary change to the lease with 30 days written notice to the Tenant.

**ADDITIONAL TERMS AND CONDITIONS.** [check all that apply]:

**DISPLAY OF SIGNS.** Landlord or Landlord's agent may display "For Sale," "For Rent," "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

**NOISE.** Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons.

**PARKING.** Tenant shall be entitled to park 2 motor vehicles maximum at their home. The parking space will be used exclusively for the parking of passenger vehicles and is not to be used for washing, painting or servicing of vehicles. Tenant's vehicle will occupy the parking space entirely at the risk of Tenant. If Tenant shall dispose of his vehicle or not require parking accommodation for any other reason, Tenant shall not assign or sublet the parking space unless expressly granted prior permission by Landlord.

**LIQUID-FILLED FURNITURE.** Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the Premises without Landlord’s prior written consent.

**BACKGROUND CHECK.** Tenant shall submit to a background check before signing lease. Landlord shall state if it is the Tenant’s responsibility or the Landlord’s responsibility to obtain the report.

**ADDITIONAL PROVISIONS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

**LANDLORD:**

**OPELIKA MOBILE HOME PARK, LLC**

**BY:** \_\_\_\_\_  
**Property Manager, as Agent**

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
[Name]

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
[Name]

### MOLD DISCLAIMER AND WAIVER

Lately mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment and it is necessary for the natural decomposition of plant and other organic material. It spread by mean of microscopic borne on the wind, and is found every where life can be supports. Mobile home construction is not, and cannot be designed to exclude mold spores. Even the most thorough maintenance of your mobile home will not eliminate the presence of mold spores. If the growing conditions are right, mold can grow in your mobile home. Most persons are familiar with mold growth in the form of bread mold and mold that may grow on the bathroom tile.

In order to grow, mold requires a fold source. This might be supplied common items found in the mobile home, such as fabric, carpet, or even wallpaper, or ordinary construction materials, such as drywall, wood and insulation, to name a few. Also mold growth requires a temperature climate. The best growth occurs at temperatures between 30 degrees Fahrenheit and 100 degrees Fahrenheit. Finally, mold growth requires moisture. Moisture is the only growth factor that can be controlled in a residential setting. By minimizing moisture, old growth can be reduced or eliminated.

**Potential Consequences of Mold:** All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritations, watery eyes, runny nose, coughing, sneezing, congestion, sore throat, and headache. Individual with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which my even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold and serious health conditions have not been proven.

**Release:** *The undersigned hereby agrees to forever and fully release, remise, indemnify, discharge and hold harmless the Landlord, Opelika Mobile Home Park, for any and all claims, damages or causes of action relating to or in any way concerning mold.*

**LANDLORD:**

**TENANT:**

**OPELIKA MOBILE HOME PARK, LLC** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Property Manager, as Agent**

\_\_\_\_\_  
[Name]

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
[Name]

## RULES AND REGULATIONS

- Rent will only be accepted in the form of a personal check, money order or cashier's check. Cash payments will not be accepted under any circumstances. If a tenant pays in cash, they will not receive a credit on their account, regardless of having a receipt.
- The rent provided for must be paid in advance on the 1<sup>st</sup> day of each month. A late fee of 10% of the outstanding balance or \$25.00, whichever is greater, will be charged as of the 6<sup>th</sup> of the month. Late rent will only be accepted in the form of a money order or cashier's check.
- After one (1) returned check, rent may only be submitted with a money order or cashier's check.
- All rent must be paid in the form a personal check, money order or cashier's check made payable to OPELIKA MOBILE HOME PARK, LLC. Payments may be made at the park office.
- Tenant may not assign his/her lease agreement or sublet the premises or permit the same to be used for any business unless permission is given in writing.
- All tenants shall notify the management, in writing, no less than 60 days prior to vacating.
- No dogs over 25lbs allowed. A \$250 pet deposit is required for any pet under 25lbs.
- Management reserves the right to access all rented units for the purpose of inspection, utility maintenance and prospective tenants.
- Disturbing noise is not permitted at any time and quiet is required between the hours of Sunday-Thursday 10:00 pm and 7:00 am and Friday-Saturday 11:00 pm and 8:00 am.
- Removal of any plants or shrubs from landscape is prohibited.
- No peddling, soliciting, or any form of commercial enterprise will be permitted without written consent from management.
- Each resident is cautioned against driving rods, stakes, pipe and the like into the ground or against digging in an area without first checking with the management. There are many types of underground installations that might be endangered by indiscriminate action.
- Each resident may arrange his location in a manner he/she finds attractive with regard to flowers, but any trees or temporary or permanent masonry work must be approved beforehand and when approved may not thereafter be removed with our permission.
- All residents are expected to keep their patios, porches and lawn area free of debris and clutter. If you have clutter that needs hauling off, we will give you one warning. After this, a \$25 fee will be charged to your account for the first violation and a \$75 fee for each additional violation.
- The Tenant, any member of the tenant's household, or a guest under the Tenant's control shall not engage in criminal activity, including drug related criminal activity (illegal manufacture, sale, distribution or use of a controlled substance). A violation of this rule is grounds for immediate eviction.
- The management assumes NO responsibility for motor vehicles on the property.
- Residents must register all guests whose stay exceeds 3 days. Residents are responsible for the conduct of their guest(s).
- No television antennas may be erected in that the unit is ready for cable to be installed (the park does not provide any such service). No satellite dishes unless approved by management.
- Management reserves the right to add additional rules and regulations, to make any changes at any time upon 30-days writing notice.
- Any complaint to be recognized by management must be in writing. Management will not respond to a verbal or telephone complaint.
- When a tenant is gone for an extended amount of time, they should leave an emergency address and/or phone number at the office.
- All posted speed limits and parking signs must be observed at all times. Persistent violation will result in eviction of the offender and vehicles. The speed limit within the park is 10 miles per hour.
- No parking on or driving across the grass at any time.

- No outside clotheslines are permitted.
- No repairing of automobiles is permitted around the unit or in the roadways. No storage of unregistered automobiles is permitted at any time.
- Residents are responsible for the behavior of children and guests. Children will not be permitted to roam through the park or any other resident’s lawn. They will not be permitted to play in the road.
- Violation of privacy, intoxication, immoral conduct, disturbance of the peace, and/or any police activity may result in immediate eviction from the dwelling.
- Each resident is responsible for placing his/her garbage in the dumpster provided. No furniture is allowed in the dumpster as the sanitation department will not pick it up.
- Visitors are prohibited from washing their automobiles on the premises.
- No storage of bottles, paint cans, trunks, boxes or equipment around the patio will be permitted.
- Residents should use extreme care not to clog toilets and sewer lines with heavy matter since this can cause serious sewage problems. Under no circumstances should sanitary napkins, coffee grounds, oatmeal, leaves, paper towels, grease, and the like be discharged in toilets or drains. These items or substances should be placed into refuse containers. Obstruction between units and the sanitary sewer will be removed at the resident’s expense.
- Each tenant is responsible for any litter in his immediate area.
- In the event of an untidy exterior of the unit, management reserves the right to have the home cleaned at the expense of the resident, and charge the same as additional rent which will be due at the next rental due date.
- No landscaping planted by Landlord or Tenant may be removed unless approved by the management.
- A resident may NOT burn any object, whether it be wood, leaves, trash, etc., on the premises.

I have read the above rules and regulations and agree to abide by them and understand eviction may result if I do not abide by the rules.

**LANDLORD:**

**OPELIKA MOBILE HOME PARK, LLC**

**BY:** \_\_\_\_\_  
**Property Manager, as Agent**

**TENANT:**  
\_\_\_\_\_

\_\_\_\_\_  
[Name]

**TENANT:**  
\_\_\_\_\_

\_\_\_\_\_  
[Name]

**RESIDENTIAL LEASE**

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
OR LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
  - (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
  - (ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Lessor (Check (i) or (ii) below):
  - (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): \_\_\_\_\_
  - (ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- (d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family From Lead In Your Home.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Lessor                                      Date                                      Lessor                                      Date

\_\_\_\_\_  
Lessee                                      Date                                      Lessee                                      Date

\_\_\_\_\_  
Agent                                      Date                                      Agent                                      Date

## NEW TENANT ORIENTATION

	<i>Please Initial</i>	<i>Please Initial</i>
1. Rent is due on the 1 <sup>st</sup> of the month.		
2. Cash will not be accepted. Tenant understands that any payment of cash will not be credited to their account, regardless of having a receipt.		
3. Managers do not have the authority to waive late fees.		
4. The Late Fee will be \$25 or 10% of your monthly rent, whichever is greater.		
5. No personal belongings allowed outside the home.		
6. Each resident must maintain their yard and keep the grass mowed and trimmed.		
7. No pets over 25 pounds. All approved dogs must be on leashes.		
8. Loud music after 10:00pm will not be tolerated.		
9. All park-owned homes will be inspected quarterly.		
10. Only two (2) cars allowed per home.		

**By signing this document, I understand that I am responsible for complying with the park's rules and regulations.**

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# PET POLICY

**Name of Park:** \_\_\_\_\_

Anyone wishing to have pets must have written permission. There will be a non-refundable charge of \$250 per pet for any tenant residing in a park-owned home. The pet cannot be over 25 pounds and must already be housebroken. When outside, the pet must always be on a leash and attended to at all times. The pet will not be allowed to run free and no dog pens or chains will be allowed unless you have permission in writing from the manager.

\_\_\_\_\_ Have a pet

\_\_\_\_\_ Do not have a pet

**By signing this document, I understand the Pet Policy and agree to abide by it.**

**Tenant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Manager Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_