

GENTILLY MOBILE HOME PARK

2023-2024 LOT LEASE AGREEMENT

THIS LEASE, made this the _____ day of _____, by and between Gentilly Park LLC, hereinafter called Lessor, and _____ hereinafter called Lessee.

WITNESSETH:

Lessor does hereby let and lease to Lessee the following described mobile home lot in Auburn, Lee County, Alabama, to wit:

Lot Number _____ 501 Webster Rd Auburn Al, 36832

Year: _____	Size: _____
Make: _____	BR ___ BA ___

for occupancy by a mobile home to be used as a dwelling by Lessee and his or her immediate family and not otherwise during the term of 12 months, to wit: From the 1st day of May, 2023 to the 30th day of April, 2024, and Lessor covenants to keep Lessee in quiet possession of the premises during said term, provided that Lessee shall comply with all of the covenants, conditions, and stipulations of this lease. This lease must be renewed each year no later than April 1st. If Lessee fails to return the completed lease to the Legacy Homes Auburn office by April 1st, the Lessee will be charged **Double monthly rent (\$920.00)** until the Lot Lease Agreement has been fully executed and submitted to the Legacy Homes Auburn office. In the event that you choose to remove your home during your lease term, Tenant will be responsible for the FULL balance remaining on current lease term, prior to removal of home.

PAYMENT: Lessee does agree to pay the Lessor **\$460** in advance of the first day of each month, said rent being computed at the rate of **\$5,520** per **annual term**. Along with a **\$225 Facility Fee**. All payments must be made online through the TWA (tenant web access).

A late fee of \$25 is charged if any outstanding balances have not been paid by the 5th of the month.

An additional \$25 late fee will be charged for all outstanding balances not paid by the 15th.

It is agreed that if Lessee shall fail to pay any one of the installments of rent at the date when due or fail to perform and of the provisions of this lease, then, at the election of the Lessor, all the remaining installments shall at once become due and payable, and Lessor may treat them as due and payable without notice to

Lessee. Lessee hereby waives notice of any default of this contract.

Lessee agrees to pay a reasonable attorney's fee and all costs incurred by Lessor in the event it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this lease agreement, and in the event that suit is filed or any court proceedings are instituted to enforce any of the provisions of this lease, it is agreed between the parties that such suit or proceeding shall be brought in the appropriate court in Lee County, Alabama. It is further

agreed that all parties to this agreement shall accept service in any such suits by registered or certified mail, regardless of where said parties may reside when such suit is brought. Lessee expressly waives all exemptions secured to the Lessee under the laws of Alabama or of any other State, as against the collection of any debt herein or hereby incurred or secured. Lessee hereby further covenants that if any default is made in the payment of said rent or any part thereof, at the time above specified, or if default be made in the performance of any of the covenants or agreements herein contained, this lease, at the option of the Lessor, shall wholly cease and terminate and said Lessor may reenter the said premises and remove all persons and property therefrom; and the Lessee hereby expressly waives the service of any notice of intention to reenter, notice to terminate the tenancy, notice to quit or demand for possession.

Acceptance of rent by the Lessor from any assignee, or successor in interest to the Lessee with or without notice to the Lessor shall not relieve the Lessee from liability to pay the rent or other charges herein provided for.

SUBLEASE:

Lessee agrees not to sublet the premises. Roommates must make an application and be approved.

Lessee(homeowner) will not be allowed to rent homes for investment purposes. At least one occupant should be related to Lessee.

LESSOR RESPONSIBILITIES:

Lessor agrees to repair all underground pipes and to relieve stoppage of the same after reasonable notice from the Lessee, if due to natural causes or deterioration, provided, however, that Lessor shall not be responsible for the same if such is caused by carelessness, neglect, or improper use by Lessee. Lessee agrees that Lessor shall not be responsible for the repair of such underground pipes or stoppage unless Lessor has been given reasonable notice by Lessee and a reasonable time to cure. In the event that such stoppage is the fault of Lessee, Lessee shall immediately reimburse the Lessor for the costs of repairing or unstopping such pipes. Lessor shall not be responsible for any damage incurred by Lessee for its failure to make such repairs. Lessee agrees to install proper water connections from the water supply to the mobile home and to install a clean-out and access door to the sewage line for the purpose of cleaning out the line.

Lessor reserves the right to, at any time during the term of this lease, increase the lot rent by an amount not to exceed 15% of current monthly rate if deemed necessary due to increase in Lessor's taxes, water rates, garbage collection fees, or other variable costs incurred in the operation of said premises.

Lessor reserves the right to, at any time during the term of this lease with a 30 day notice to bill all water usage to the Lessee.

Lessor reserves the right, at any time during the term of this lease to discontinue providing basic cable and/or change cable providers. Lessor also may at any time during the term of this lease add internet service at an additional cost to Lessee.

LESSEE RESPONSIBILITIES:

Lessee agrees to absolve Lessor from personal responsibility in the event the occupant of the premises at the commencement of the term of this lease fails or refuses to surrender to vacate to Lessee until Lessor has been given a reasonable time to lawfully regain possession of said premises.

The parties agree that this lease is binding upon Lessor, Lessee, their heirs, devisees, legatees, executors, administrators, legal representatives, successors or assigns of the Lessor and Lessee respectively.

The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options but the same shall be and remain in full force and effect.

The Lessee agrees that all personal property placed in the leased premises or in any other portion of the Lessor's property or any place appurtenant thereto shall be at the sole risk of the tenant or the owners thereof and the Lessor shall in no event be liable for the loss, destruction, theft of or damage to such property. Residents are required to secure and appropriate insurance to cover such losses. Copy of proof of insurance is to be kept current with the Gentilly Office.

The Lessor concedes the Lessee's right to have parties, or a number of guests, but in doing so, shall insist that perfect order prevail, and that boisterous conduct be avoided. A violation of this regulation will, at the option of the Lessor, void this lease.

The Lessor reserves the right to make and enforce such other reasonable rules and regulations as in its judgment may be deemed necessary from time to time to promote the safety, care and cleanliness of the premises and for the preservation of good order herein and Lessee does agree to obey all rules and regulations promulgated by Lessor and agrees that a violation of said rules and regulations will, at the option of Lessor, void this lease.

Lessee understands that Gentilly Park observes a **zero-tolerance** policy against criminal activity of any kind. In the event that you or your guests participate in criminal activity of any kind, you will be evicted from Gentilly Park and the proper law enforcement officials will be contacted.

DEPOSIT:

Lessee is required to make a lot deposit of _____ Said deposit is to be returned to Lessee within 45 working days of the time Lessee surrenders possession of the premises, so long as such surrender is made according to the terms and covenants of this lease. A Refund request form must be completed and returned within 30 days of move out. IF a **WRITTEN NOTICE** is not received in office within the 30 days of moving out, SAID DEPOSIT will be FORFEITED.

Lessee agrees to permit no waste on the property, but on the contrary to take good care of the same; and upon termination of this lease, to surrender possession of the same without notice, in as good condition as at the commencement of the term, or as such may be put in during the term as reasonable use and wear thereof will permit.

It is further agreed that no alterations, repairs, changes or improvements of any type or character are to be made in or to the premises hereby leased, without the consent in writing of the Lessor, except such as are necessary for the proper care and maintenance of the premises in an emergency.

It is agreed that any Lessee wishing to move their home from Gentilly Park must give management a 30-day notice and must pay a \$350.00 moving deposit. This deposit will be refunded within 30 to 45 days from the date of management's approval that vacated lot has been raked clean of all debris.

PETS:

List of any pet(s) in home: _____

Breed: _____ Weight: _____ Color: _____

OUTSIDE PET:

1. **All pet owners must complete the Pet addendum.**
2. Only 2 dogs will be allowed as an Inside/ outside pet.
3. Dogs must be kept in an above ground chain link pen.
4. Tenants must pay a non-refundable pet fee of **\$250.**
5. **Management reserves the right to begin Doggie DNA program (see Rules & Regulations) at any time during this lease term.**

It is agreed that no pets will be kept on the premises herein leased unless provision is made in writing with the Lessor, which requires that a Pet Addendum and applicable fees be paid in full.

Further information regarding pets can be located in the Gentilly Park Rules and Regulations. It is further agreed that no fencing will be allowed on the premises other than above ground chain link fencing, which must be approved in advance by the manager. Any other nonconforming fencing must be taken down upon the sale or removal of the mobile home.

ABANDONMENT:

It is agreed that if the leased premises shall be abandoned or become vacant during the term of this lease without the Lessee having paid in full the rent of the entire time then and in such case the Lessor shall have the right at its option to take possession of the leased premises and to let the same as the agent of the Lessee and apply the proceeds received from such letting towards the payment of the rent due by Lessee under this lease and such re-entering and re-letting shall not discharge the Lessee from liability for rent or other charges, nor from any other obligations under the terms of this lease; or at the option of the Lessor the rent for the entire term shall at once become due and payable and the Lessor may proceed to the collection of rent for the entire term as if by the terms of this lease the entire rent for the entire term should be made payable in advance, or the Lessor may at its option re-enter the leased premises and annul and terminate this lease. These provisions, however, are not to be construed as limiting the Lessor's legal rights but are in addition to such existing rights.

POOL:

It is agreed that the swimming pool on the premises is there for the convenience of the Lessee and the Lessee uses same at his own risk. It is understood that the Lessor is in no way liable or can be held liable for any damages, bodily injury, or loss of life, resulting from or any way relating to the use of the pool or the pool premises. Pool passes are required to be in the pool area and can be picked up at the Gentilly Park office during normal business hours - Each lot will be issued 2 passes. Replacement passes will be a \$35.00 charge .

EVICITION:

If at any time management finds that the owner and/or occupant(s) of the home have been charged or convicted of a misdemeanor or a felony, they will be banned from Gentilly Park within 48 hours. Additionally, management reserves the right to remove any guest from the premises at any time.

Any mobile home not maintained in a structurally sound or cosmetically neat condition shall be just cause for eviction, based on the Gentilly Park Rules and Regulations. Lessor has the right to refuse renewal of the lessee's lease agreement for the upcoming lease year.

Any homeowner with a delinquent balance exceeding sixty (60) days will be subject to a thirty (30) day eviction at the homeowner/Lessee's expense.

LEASE RENEWAL:

It is hereby expressly agreed that Lessee will give a minimum of sixty (60) days written notice before expiration of this lease as to Lessee's intention to renew lease or to vacate premises at end of the lease. **Is it agreed that if Lessee has not given proper notice to vacate and has refused or otherwise failed to sign the lease, Lessor may at its option evict Lessee or allow Lessee to be considered as "holding over" in a new lease period, in which event Lessee will be bound as if by a lease. If Lessor is not notified in writing at least sixty (60) days in advance of the intent to move the mobile home and if the mobile home is not moved on or before May 1st of the current year, Lessee must pay the entire lease term in advance. Lessor will attempt to rent said lot with due diligence and upon renting said lot will refund to Lessee any unused portion of rent for the remaining rental term.**

FACILITIES FEE:

Each lot is to be assessed an annual \$225 Facilities Fee, which is due upon submission of this Lot Lease Agreement. Overall, this fee will be applied to the overall improvement of current amenities and addition of future amenities, establishing a higher standard of residency for tenants of Gentilly Park. If any clause or part of this lease is ruled invalid, the remaining parts of the lease shall remain in full force and effect. Lessor reserves the right to make and enforce amendments to the lease and rules at any time after first giving written or verbal notice to Lessee.

CONSENT AND RELEASE

I hereby irrevocably grant to Sandollar Farm, its affiliates, nominees, licensees, successors and assigns, owners, shareholders, directors, officers, agents, employees, representatives, and anyone acting on their behalf and those acting with its authority (collectively, "Company"), the unrestricted, absolute, perpetual, worldwide right and license: (a) to use my name, address, photograph, likeness, voice, biographical and personal background information, statements, and any other information or materials that I may provide to Company, and, without limitation, any notes, photograph, film or video or audio recordings that may be taken of me or of such materials (the foregoing, collectively, the "Content"), without further compensation, consideration,

notice or permission to me or to any third party, and (b) to reproduce, or modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content of any part thereof, whether alone or in combination with other materials (including, without limitation, text, data, images, photographs, illustrations, graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, without limitation, any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media).

I also agree that: (a) Company is not under any obligation of confidentiality, express or implied, with respect to the Content; (b) Company is entitled to use or disclose (or choose not to use or disclose) the Content for any purpose, in any way; (c) I do not have any right to review or approve any Content published or otherwise made available by Company or its licensees, whether in its original or modified form; (d) I have no right to retrieve any Content after it is provided to Company; (e) I am not entitled to any compensation or reimbursement of any kind from Company under any circumstances with respect to the Content; and (f) the rights I am granting to Company are solely in consideration of the satisfaction I am receiving from the possible use of my image, likeness, name and or photograph(s), which consideration is adequate, legal and sufficient.

I hereby expressly covenant not to sue, release and forever discharge Company from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, on behalf of myself and all who may claim by or through me arising from any injuries, damages or liabilities that I may sustain in any way associated with my provision of the Content to Company.

This Consent and Release constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any prior discussions, negotiations, agreements and understandings. This Consent and Release will be governed and controlled in all respects by the laws of the State of Alabama, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

I understand and acknowledge that this is a release and waiver with legal effect, that I have read and understand the contents of this Consent and Release, and that I am entering into this Consent and Release knowingly, voluntarily and without coercion. Further, I hereby consent to the use of my personal data by Company and its partners for marketing purposes, including without limitation the direction of email, telephone, text, facsimile, and other written communications to me. This includes consent to artificial or prerecorded calls as well as calls made by auto dialers or predictive dialers regardless of the inclusion of my telephone number(s) on any Do Not Call List. Communications sent may contain program information as well as special offers and may be opted out of by following the instructions in the communication or via written request to Company.

Upon the signing of this lease, Lessee agrees to abide by all Gentilly Park Rules and Regulations. Lessee also agrees to obtain the most current copy of Gentilly Park Rules and Regulations, which is to be accessed on the Management's website: www.Legacyhomesauburn.com under forms.

