

**VAL-VISTA HILLOCK LLC
7500 SE BLOOMFIELD ROAD
DES MOINES IA 50320
(515) 285-5929 FAX (515) 256-0110**

RENTAL AGREEMENT FOR MOBILE HOME LOT

This Rental Agreement is made and entered on this _____ day of _____, _____, by and between Hillock Estates Mobile Home Park, hereinafter referred to as **LANDLORD**, and _____, hereinafter referred to as **TENANT(S)**.

WHEREAS, the **LANDLORD** is the owner of Mobile Home Lot _____, located at 7500 SE Bloomfield Road in the Hillock Estates Mobile Home Park (the "lot"); and

WHEREAS, the **LANDLORD** wished to lease to **TENANT** and **TENANT** wishes to lease from the **LANDLORD** the Lot, subject to the terms and conditions as hereinafter set forth..

NOW THEREFORE, in consideration of the rent, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed as follows:

1. **LANDLORD** hereby leases to **TENANT** and **TENANT** leases from **LANDLORD** the above-described Lot for installation thereon of **TENANT'S** mobile home, to be occupied solely as a private dwelling only by **TENANT** and **TENANT'S** family, consisting of _____ adults and _____ children and any children which may be born to or legally adopted by the **TENANT** during the term of this Rental Agreement. In no event shall the total number of occupants exceed that permitted by this Rental Agreement, rules and regulations of the park, or applicable laws.

2. **TERM**. The **LANDLORD** leases the above-described property to the **TENANT** on a month-to-month basis commencing on the _____, day of _____, _____, and continuing until terminated as hereinafter provided. So long as the **TENANT** does not breach this Rental Agreement and subject to the provisions of paragraph 11 hereof, this Rental Agreement shall be automatically renewed for a like term, without notice, at the end of the initial term, and successively thereafter at the end of each renewal term.

3. **RENT**. The **TENANT** shall pay rent for said term as follows: \$ _____ per month, in advance. If the term thereof commences on the first day of the month, a full monthly rent payment is due therewith; if not, the rent payment for any initial, partial month of possession, is due pro rata herewith in the amount of \$ _____; and a full payment thereafter is to be paid each month, in advance, on the first day of each month during the term of this Rental Agreement. Any proration of rent for an initial, partial month and the corresponding proration for the last, partial month, shall be on a per diem basis according to actual days of possession.

4. **SECURITY DEPOSIT**. The **TENANT** herewith deposits with the **LANDLORD** the sum of \$300.00 and agrees that said sum is to be retained by the **LANDLORD** during the term of this Rental Agreement and renewals thereof.. At the expiration of the lease term and renewals thereof, the sum shall be returned to the **TENANT** as provided in the Rules and Regulations adopted by the **LANDLORD**, provided however, that the **LANDLORD** may withhold from the security deposit such amount as may be necessary (a) to remedy **TENANT'S** default in the payment of rent or other funds due to the **LANDLORD** pursuant to this Rental Agreement, (b) to restore the mobile home space to the condition at the commencement of the tenancy, normal wear and tear excepted, and for other purposes as allowed by law. If the security deposit is insufficient to cover the foregoing liability, the **TENANT** agrees to pay the balance upon demand. The **TENANT** may not choose to utilize the

security deposit as payment of any rental installment during the lease term. This covenant shall survive termination of this Rental Agreement.

5. **UTILITIES.** Utility rates, charges and services shall be furnished in accordance with the terms contained in the Disclosure Statement and Acknowledgment executed by the **TENANT** prior to executing this Rental Agreement, and shall be the responsibility of the **TENANT** and timely paid as additional rent when the next regular monthly rental payment is or would be due. Any such charges which become delinquent and are in any way charged to the account of the **LANDLORD** shall be due to the **LANDLORD** from the **TENANT** as additional rent payable when the next regular monthly rental payment is or would be due.

TENANT hereby consents to any utility provider of the **TENANT** disclosing to the **LANDLORD** any and all information in its possession regarding the **TENANT'S** utility usage and account payment records.

6. **ASSIGNMENT AND SUBLETTING.** There shall be no assignment or subletting of the leased premises in whole or in part.

7. **REPRESENTATIONS.** The **TENANT** represents to the **LANDLORD**, as an inducement to the **LANDLORD** to enter into this Rental Agreement, that all of the representations made by the **TENANT** true and correct, and agrees that if any of said representations are incomplete or false, the **LANDLORD** may at its option, constitute the same to be a breach of and material noncompliance by the **TENANT** with this Rental Agreement.

8. **RULES AND REGULATIONS.** The **TENANT** agrees for himself, the members of his family, and his invitees and guests, to consult, conform to, and abide by all Rules and Regulations concerning the **TENANT'S** use and occupancy of the mobile home and mobile home space, including all additions, changes, deletions or amendments to said Rules and Regulations which the **LANDLORD** may deem necessary for the protection of the mobile home park, the general comfort and welfare of the tenants, or the ease and efficiency of the management thereof or as otherwise allowed by law. Any failure of the **TENANT** to observe and comply with such Rules and Regulations shall constitute a breach of and material noncompliance with the terms of this Rental Agreement in the same manner as if said Rules and Regulations were contained herein as covenants, and the **LANDLORD** shall have the same rights and remedies with respect to any such failure as is in the Rental Agreement provided for the nonpayment of rent or failure of **TENANT** to perform any other covenant or agreement set forth herein.

9. **LANDLORD'S DUTIES.** **LANDLORD** agrees to comply with *Section 562B.16* of the Code of Iowa.

10. **DELAY OF POSSESSION.** If the **LANDLORD** is unable to give **TENANT** possession at the beginning of the term, the rent shall be abated on a pro rata basis until possession can be given.

11. **CANCELLATION OR TERMINATION OF RENTAL AGREEMENT.** When either party hereto desires to cancel the renewal of this Rental Agreement, at least sixty (60) days written notice thereof shall be delivered to the other party and this Rental Agreement shall expire at the end of said term. Furthermore, if there is a material noncompliance by the **TENANT** with the terms of this Rental Agreement, the **LANDLORD** may deliver written notice of the acts constituting the breach and of the **LANDLORD'S** election to terminate the Rental Agreement within thirty (30) days if the breach is not remedied in fourteen (14) days. If the **TENANT** fails to remedy such breach within fourteen (14) days, this Rental Agreement shall terminate as provided in said notice; provided however that if the **TENANT** fails to pay the rent within three (3) days after written notice by the **LANDLORD** of nonpayment of rent when due, the **LANDLORD** may terminate this Rental Agreement immediately and proceed with any and all available remedies provided at law or in equity.

12. **TAXABLE IMPROVEMENTS.** In the event that the **TENANT**, during the term of this Lease, adds improvements to said Lot or the **TENANT'S** home placed on the Lot that would create an additional assessment by the governing taxing bodies for such improvements, **TENANT** shall be liable for and shall pay to either the **LANDLORD** or the taxing authority, before delinquent, all taxes levied or assessed against or for said improvements. Examples of such improvements include patios, decks, steps, sheds or any other exterior improvement of whatever kind and belonging to the **TENANT** that are situated or installed in or upon the leased premises, whether or not affixed to the

realty. In the event that the taxing authorities shall at any time during the term of the Rental Agreement or extensions thereof assess any of the above-described or similar property against the real estate, the taxes thus assessed shall be paid by the **TENANT** to the **LANDLORD** promptly upon receiving notice of the tax amount from the **LANDLORD**.

It is the express intent of both parties that liability of the **TENANT** herein for said taxes shall be imposed immediately and the **TENANT** is liable to the **LANDLORD** for any increase of said taxes previously paid by the **LANDLORD** as a result of the **TENANT'S** improvements upon the leased premises at any time during the term of this lease. The **TENANT** shall pay the **LANDLORD** any amount due for said taxes previously paid by the **LANDLORD**, in addition to the regular rental payment, on the date the next regular rental payment is due to the **LANDLORD**, or would have been due but for the termination of the tenancy.

13. **CONDEMNATION**. Should the whole or any part of the leased premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, this Rental Agreement shall be terminated on the date of the taking. The **TENANT** shall not receive any portion of any award made for such condemnation.

14. **WAIVER**. The rights of the **LANDLORD** herein are cumulative and the delay of the **LANDLORD** in enforcing any right or remedy shall not be deemed a waiver thereof; and no indulgence by the **LANDLORD** of a breach thereof, or of an infraction of the Rules and Regulations, shall be presumed from the mere passage of time.

15. **SEVERABILITY**. If any provision hereof or of the applicable Rules and Regulations shall be deemed unlawful, the same shall be severable from the remainder of the Rental Agreement and the remaining Rules and Regulations, which shall be enforceable in all respects without reference to such unlawful provision.

16. **RESALE**. In the event the **TENANT** desires to sell his mobile home without removal from the Lot, the **TENANT** shall make such sale subject to the approval of the **LANDLORD**, and the proposed buyer shall make appropriate application to the **LANDLORD** and enter into a new Rental Agreement of the Lot before such sale shall become binding. A failure to comply with the provisions of this paragraph shall be deemed to be a breach of and material noncompliance with this Rental Agreement and the purchaser shall be subject to removal under the provisions of *Chapter 648* of the Iowa Code and to any and all other remedies as may be allowed by law or equity.

17. **MECHANIC'S LIENS**. Neither the **TENANT** nor anyone claiming by, through, or under the **TENANT**, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said leased premises or upon any improvement thereon, or upon the leasehold interest of the **TENANT** therein, or upon any other part of the mobile home community, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alterations or repair on the leased premises or elsewhere in the mobile home park at any time shall be or become entitled to any lien thereon, and for further security of the **LANDLORD**, the **TENANT** covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material service, or labor, failure of which notice shall be deemed a material noncompliance with the Rental Agreement.

18. **ABANDONMENT**. The Lot shall be deemed abandoned if the **TENANT** is absent for a period of thirty (30) days during which time the rent is or becomes delinquent; or if the Rental Agreement is terminated pursuant to *Section 562B.25* of the Iowa Code.

19. **MORTGAGEE RIGHTS**. In the event of the enforcement of rights by a mortgagee of the **LANDLORD**, the **TENANT** agrees, upon the request of a duly authorized mortgagee representative, to become the **TENANT** of such mortgagee, or its successor, on the same terms as provided in the Rental Agreement. The mortgagee, or its successor, will not be bound by any rent payment made more than one month in advance or any amendment of this paragraph. The **TENANT** may be required, from time to time, to sign an agreement acknowledging the contents of this paragraph in a form satisfactory to the **LANDLORD'S** mortgagee.

20. **USE**. **TENANT** shall use the mobile home Lot for a single family residence and for no other purpose. **TENANT** shall not undertake any illegal activity, especially the use, transfer, possession or creation of illegal drugs, in or about the mobile home park, and shall not permit any

such illegal activity in or about the Lot.

21. **CONSTRUCTION.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. If more than one **TENANT** is signatory to this Rental Agreement, they shall be jointly and severally liable for the performance thereof, and each shall be liable for the acts and omissions of the other(s), and of the acts and omissions of the guests of any of them.

22. **INDEPENDENT COVENANTS.** To the extent permitted by law, the covenants of the parties hereto are mutually independent covenants.

Executed in duplicate this _____ day of _____, _____, each of which shall be considered an original.

_____ **TENANT**

_____ **TENANT**

Roger McCloney _____ **LANDLORD**

ACKNOWLEDGMENT

TENANT acknowledges that he/she has read and understands the above provisions; that **TENANT** was offered the foregoing Rental Agreement prior to occupancy and hereby acknowledges the receipt of a copy hereof.

_____ Tenant's Signature _____ Date

_____ Tenant's Signature _____ Date