

**RENTAL AGREEMENT FOR
CREEKSIDE MANUFACTURED HOUSING COMMUNITY**

IT IS AGREED this _____ day of _____, 19 ____, by
and between CREEKSIDE MANUFACTURED HOUSING COMMUNITY Landlord,
and _____, Tenant:

That the Landlord hereby leases to the Tenant, and the Tenant hereby leases from
the Landlord, a mobile home space designated as: _____

in consideration of the mutual promises of the parties herein and upon the terms,

provisions and conditions following:

1. **TERM:** The Landlord leases the above-described property to the Tenant on a two-month lease (which means that the lease terms will run for a full two months and be renewed for additional periods of two months for each term thereafter unless terminated) and continuing until terminated until as hereinafter provided. So long as the Tenant does not breach this rental Agreement and subject to the provisions of paragraph 10 hereof, this Rental Agreement shall automatically be renewed for a like term, without notice, at the end of the initial term, and successively thereafter at the end of each renewal term.

2. **RENT.** The tenant shall pay rental for said term as follows: \$ _____ per month, in advance. If the term hereof commences on the first day of the month, a full monthly rent payment is due herewith: 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, shall be on a per diem bases according to actual days of possession.

3. **SECURITY DEPOSIT.** The Tenant herewith deposits with the Landlord the sum of \$ _____ (not to exceed two month's rent) 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, 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, and (b) to restore the mobile home space to the condition at the commencement of the tenancy, normal wear and tear expected.

4. 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.

5. ASSIGNMENT AND SUBLETTING. There shall be no assignment or subletting of the leased premises without the prior written consent of the Landlord.

6. REPRESENTATIONS. The Tenant represents to the Landlord, as an inducement to the Landlord to enter into this Rental Agreement, that all of the representation made by the Tenant on the Application for Rental Agreement and Registration are true and correct, and agrees that if any of said representations are false, the Landlord may at his option, constitute the same to be a breach and material noncompliance by the Tenant with this Rental Agreement.

7. 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. 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 this Rental Agreement provided for the nonpayment of rent or failure of Tenant to perform any other covenant or agreement set forth herein.

8. LANDLORD'S DUTIES. Landlord agrees to comply with the provisions of Chapter 562 B. 16 of the Code of Iowa.

9. 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 bases until possession can be given.

10. CANCELLATION OR TERMINATION OF RENTAL AGREEMENT. When either party hereto desires to cancel the renewal of this Rental Agreement, at least (60) days written notice thereof shall be delivered to the other party and this Rental Agreement shall expire at the end of said period, or the current lease term, which ever is longer. 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 14 days, this rental Agreement shall terminate as provided as 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.

11. 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.

12. WAIVER. 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 hereof, or of an infraction of the Rules and Regulations, which shall be presumed from the mere passage of time.

13. 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 this Rental Agreement and the remaining Rules and Regulations, which shall be enforceable in all respects without reference to such unlawful provision.

14. RESALE; TRANSFER FEE. In the event the Tenant desires to sell his mobile home without removal from the premises leased, 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 premises 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 678 of the Iowa Code.

15. MECHANIC'S LIEN. 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 other improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvement alterations or repairs on the leased premises at any time 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 of the Rental Agreement.

16. 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).

17. LATE CHARGE PAYMENT. All rent is due and payable on the first day of the month. If the rent is not received on or before the 3rd day of the month, there shall be a late charge payment of \$20.00. If the rent plus the late charge payment, if any, is not paid on or before the 4th of the month, there shall be an additional charge of \$2.00 per day for each day thereafter that the rent plus the late charge, if any, is not paid.

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

TENANT

TENANT

LANDLORD

ACKNOWLEDGMENT

I acknowledge that I have received a signed copy of this Rental Agreement.

TENANT'S SIGNATURE

DATE

TENANT'S SIGNATURE

DATE