

STANDARD MONTH-TO-MONTH STORAGE AGREEMENT

- A. Date this Storage Agreement is Signed: _____
- B. Date This Storage Agreement Begins: _____
- C. Homesite Address/Space Number _____
- D. Responsible party(s): _____
Address: _____
- E. Beginning Monthly Storage Fee: _____
- F. Facilities to be Provided by Park for Responsible Party During the Term of this Agreement Unless Changed: _____
- G. Services to be Provided by Park for Responsible Party During the Term of this Agreement Unless Changed: _____

H. Utilities:

	Included in Storage Fee	Paid by Residents Directly to Utility Co	Park Will Bill Resident Monthly	Unavailable
Natural Gas				
Electricity				
Water				
Trash				
Sewer				
Other				

- I. Security Deposit: \$ _____ (not to exceed an amount equal to two months storage fee.)
- J. Information concerning the mobilehome which presently occupies or will occupy the space which is the subject of this agreement is as follows:
- (i) Legal Owner's Name _____
Address: _____
Telephone number _____
- (ii) Registered Owner's Name: _____
Address: _____

Telephone number _____

(iii) Junior Lienholder (if any) Name: _____

Address: _____

(iv) Make of Mobilehome: _____

(v) Model of Mobilehome: _____

(vi) Year of Manufacture: _____

(vii) Vehicle Identification No.: _____

(viii) License or Decal No.: _____

THE RESPONSIBLE PARTY(S) WHOSE NAME(S) ARE LISTED AT (D) ON PAGE ONE (1) OF THIS DOCUMENT, REFERRED TO IN THE BALANCE OF THIS DOCUMENT AS RESIDENT(S), AGREE TO LEASE THE SPACE ACCORDING TO THE TERM SET FORTH IN THIS AGREEMENT.

1. **TERM THIS AGREEMENT WILL BE IN EFFECT:** This Agreement will establish a month-to-month tenancy, commencing on the date set forth at (B) of this Agreement.
2. **RENT:** Residents shall pay the Park on the first day of each month without any set-off or deduction whatsoever. Payment will be made at the Park Office or at such other location as the Park may designate from time to time.
3. **RENTAL ADJUSTMENTS:** Park may increase storage fee at any time upon 60 days' notice or as allowed by State and local laws or any other applicable law.
4. **ADMINISTRATIVE CHARGE:** Payments received after the 5th will be considered late and subject to a late fee of 6% of the current balance due or a minimum of \$25 per month. 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.
5. **CHECK RETURN CHARGE:** As additional fees, a check return charge may be assessed by the Park in the amount of \$_____ whenever a check for storage fees or any other charges is returned unpaid from a bank or financial institution.
6. **UTILITIES:** In addition to the fees to be paid by Resident to the Park, utilities shall be due in accordance with the chart set forth at (H) on the first page of this Agreement. Any utilities to be paid to the Park will be due the number of days after the billing set forth at (H)
7. **SECURITY DEPOSIT:** On execution of this Agreement, Resident shall deposit with the Park the total sum as set forth at (I) to this Storage Agreement as a security for the performance by Resident of the provisions of this Agreement. If Resident is in default, the Park can 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 Resident's default. Resident shall immediately on demand pay to the Park a sum equal to the portion of the security deposit expended or applied by the Park as provided in this paragraph so as to maintain the security deposit in the sum initially deposited with the Park. If Resident is not in default at the expiration or termination of this Agreement, the Park shall return the security deposit to Resident. 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.
8. **PARK RULES:** The Park rules are 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 State and local laws or any other law now in effect or as amended.

9. **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 Park shall provide the physical improvements set forth at (F) above; the services and utilities set forth at (G) and (H) above; and with charges for services and utilities as set forth at (G) and (H) above, if at all.
10. **SITE MAINTENANCE:** The Park may charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event the 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 the failure of the resident to comply within seven 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.
11. **ENTRY UPON RESIDENT'S SPACE:** The Park shall have a right of entry upon the land upon which a mobilehome is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of the mobilehome park at any reasonable time. The Park may enter a mobilehome without prior written consent of the resident in case of an emergency or when the resident has abandoned the mobilehome.
12. **TERMINATION OF TENANCY BY PARK:** This Storage agreement at the sole 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 State and local laws or any other applicable law. Any such rights granted the Park due to any amendments, deletions, or modifications of these laws may be enforced by the Park.
13. **TERMINATION OF THIS AGREEMENT BY RESIDENT:** Resident may terminate the tenancy according to the State and local laws or any other applicable law. Any such rights granted to the Resident due to any amendments, deletions or modifications of these laws may be enforced by the Resident.
14. **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 premises upon its sale to a third party, in accordance with the provisions of State and local laws or any other applicable law. Any rights granted the Park due to amendments, deletions, or modifications of State and local laws or any other applicable law may be enforced by the Park.
15. **RENTING OR SUBLETTING:** Resident shall not sublease, or otherwise rent all or any portion of Resident's mobilehome or the premises. Resident shall not assign or encumber its interest in this lease 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.
16. **APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:** Resident may sell his mobilehome at any time pursuant to the rights and obligations of Resident and Park under State and local laws or any other applicable law. Resident must, however, immediately notify the Park in writing of Resident's intent to sell his mobilehome. If the prospective buyer of the mobilehome intends for the mobilehome to remain in the Park, or for the buyer to reside in the Park, said buyer must: (1) complete an Application for tenancy; (2) be accepted by the Park; (3) execute a rental agreement or other agreement for occupancy of the Premises, which must be signed by both the purchaser and park management, and (4) execute and deliver to the Park a copy of the Park's then effective Rules and Regulations. These same requirements for completion of an application, approval by the Park, and the execution of documents shall also apply before any person other than the ones listed at (D) shall be permitted to become a Resident of the Park. The rental and other agreements and Rules and Regulations signed by the new Resident may be different in their terms and provisions than this Agreement and the other agreements and Rules and Regulations now in effect.
17. **USE PROHIBITED:** The mobilehome and premises shall be used only for private storage and no business or commercial activity of any nature shall be conducted thereon. No persons may reside at the premises without the prior written consent of the Park. Resident shall not vacate or abandon the premises at any time during the term of this Agreement or renewal or period of holding over.
18. **IMPROVEMENTS:** All plants, shrubs, and trees planted on the premises as well as all structures, including fences permanently embedded in the ground, 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. Resident shall maintain all of the above at Resident's sole expense and responsibility and resident shall be completely responsible for each of them although they are the property of the Park, who may remove them at its option.

19. **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.
20. **ATTORNEYS' FEES AND COSTS:** In any action arising out of Resident's tenancy, this Agreement, the prevailing party shall be entitled to reasonable attorneys' 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.
21. **TIME IS OF THE ESSENCE:** Time is of the essence with this Agreement.
22. **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.
23. **INSPECTION OF THE PREMISES:** By signing this Storage 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.
24. **EFFECT OF THIS AGREEMENT:** Resident agrees that this storage Agreement contains the entire Agreement between the parties regarding the rental of the home site/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.
25. **ALTERATION OF THIS AGREEMENT:** This Agreement may be altered only by written Agreement signed by both of the parties, by operation of law, or in any manner provided for by the Mobilehome Residency Law or other applicable law.
26. **ACKNOWLEDGMENT:** Resident acknowledges that he and/or she has received a copy of this Storage 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:

(Owner/responsible party)	(Dated)
(Owner/responsible party)	(Dated)
(Owner/responsible party)	(Dated)
(Management)	(Dated)