

Brady Hills Mobile Home Park



153 LILAC LANE SLIPPERY ROCK, PA 16057 724-794-5395

RENTAL-LEASE AGREEMENT

This Rental-Lease Agreement (this "Lease") is between Brady Hills Mobile Home Park ("Brady Hills MHP") and:

[PRINT NAMES ABOVE]

(if there are more than one person, the obligation is joint and several) (the "Residents") to rent the property commonly known as Lot _____, located at Brady Hills Mobile Home Park off Hall Road in Brady Township in Butler County, Pennsylvania. This lot is leased to resident on a month to month basis.

1. Rent. Rent is \$ _____ a month, plus any additional rent as otherwise provided by this Lease, or as increased from time to time by Brady Hills MHP as provided in Paragraph 10. **Rent is due in advance on the first of the every month**, regardless of the starting date. If the first month does not begin on the first of the month, that first month's rent will be pro rated. The first month's rent, and the security deposit as set forth in Paragraph 2, must be paid before taking occupancy. "Taking occupancy" is defined as the day the electricity is turned on. Payment of rent may be made by personal check unless a check is returned unpaid, in which case a \$45 dishonored check fee shall be added to that month's rent. Brady Hills MHP then has the right to insist that cashier's check, certified check, money order, or cash make subsequent payments, and Brady Hills MHP may designate which form of payment. **All rent checks shall be made out to "Brady Hills Mobile Home Park"** and delivered to them at 153 Lilac Lane, Slippery Rock PA 16057, unless or until Brady Hills Mobile Home Park gives notice of a new address to the Residents. Any rents lost in the mail shall be deemed unpaid until received by Brady Hills MHP. If any payment is not received, or, if mailed, postmarked on or after the first of the month, the Residents agree to pay a late charge of \$35 as additional rent. **There is no grace period of five days or otherwise.**

2. Security deposit. There is a security deposit equal to one full month's rent provided in Paragraph 1. Before taking occupancy, the Residents shall execute a list of all existing deterioration or damage to the Lot, which must be signed by a Brady Hills MHP authorized agent. The Residents agree that they will be responsible for any deterioration or damage not on the list, including but not limited to damage to bushes, trees, or other plants; damage to water hydrants or other utility outlets; and leaving junk, trash, garbage, or abandoned personal property. The security deposit may not be used to pay rent under any circumstances. Brady Hills MHP will keep the security deposit in an interest-bearing account. On termination, Brady Hills MHP will release the security deposit if:

- A. The full term of this Lease has been completed.
- B. There is no deterioration or damage to the property except what is on the list.
- C. The Lot is clean, and all junk, trash, garbage and personal property has been removed.
- D. All unpaid charges have been paid, including but not limited to utilities or late fees.
- E. All recycling bins have been returned.
- F. A forwarding address has been left with Brady Hills MHP.

3. Utilities. The Residents shall be responsible for payment of all utilities and services,

including but not limited to: electricity, gas, telephone, and cable TV, except for the water, sewage, and garbage removal.

4. Maintenance and repairs. The Residents shall:

A. Keep their mobile home skirted with an enclosure of compatible design and material, which shall be erected around the entire base of the mobile home. All mobile homes must be skirted within sixty (60) days of taking occupancy. All owners must have a check valve installed on water supply line when home is set up.

B. Obtain WRITTEN approval before beginning any digging or any construction of any exterior improvements or other changes, including but not limited to planting, fences, sheds, additions, porches, or decks.

C. Keep their mobile home and lot clean and sanitary, removing garbage, trash, and junk as they accumulate; maintaining the heating and electricity; and maintaining the plumbing in good working order to prevent stoppage or leaking (which includes not putting grease of any sort down drains or toilets).

D. Comply with all applicable Brady Hills MHP Rules concerning recyclable and garbage collection, which Brady Hills MHP Rules are attached as Exhibit 1 and incorporated by reference. Trash cans must be kept clean and orderly behind the mobile home, with lids on, except trash cans may be put out for collection the night before service until the evening of the day of service.

E. Not have any unlicensed, uninspected, or unroadworthy vehicles on Brady Hills MHP property, nor have any vehicle on jacks except to change a tire. Vehicles in violation may be towed and stored at the Residents' expense as additional rent.

F. Not park any boats, boat trailers, travel trailers, tent campers, pickup truck camper bodies, snowmobiles, or snowmobile trailers on the premises, except self-contained motorized homes. Items in violations may be towed and stored at the Resident's expense as additional rent.

G. Not park in a way, which blocks any other vehicle, including but not limited to snow plows. Vehicles in violation may be towed and stored at the Resident's expense as additional rent.

H. Cut and trim the grass on a regular basis, at least weekly during the growing season. Keep all children's toys stored neatly, out of sight. In the winter months residents are responsible to keep their own driveways clear. All vehicles must be parked in that driveway, and not on the road. Roads must be kept clear of vehicles for effective snow removal. Keep ice and snow off of any area where someone else may slip and fall.

I. No fire rings, no outside burning, **NO** outside fires in the park.

J. Take reasonable steps to make sure that Brady Hills' property is safeguarded against damage or theft, which extends to residents family, guests, and other persons who enter the park on the tenant's permission or invitation. All maintenance and repairs of the Lot or mobile home are at the Residents' sole expense, and shall not be deducted from rent or the security deposit.

5. Occupancy. The Residents shall use their mobile home as a single-family dwelling place only, for no more than 2 adults and three children. Limit of 5 people to 3-4 bedroom home, limit of 4 people to 2 bedroom home. Maximum of 5 (five) people per lot. Residents shall not sublet the Lot, assign this Lease, nor allow any other people to reside in the mobile home without first receiving WRITTEN permission from Brady Hills MHP. "Reside in the mobile home" is defined as staying overnight more than two (2) days in any one month.

6. Sale of Mobile Home. The Residents must give WRITTEN notice to Brady Hills MHP before selling their mobile home. If the mobile home will not be removed from Brady Hills property, the purchasers must sign a lease with Brady Hills MHP before taking possession of the mobile

home. Brady Hills MHP will not unreasonably refuse to sign a lease with the purchasers.

7. Pets. Residents may have one pet, be it a dog, cat, or bird. Fish in tanks are not considered pets. There is a \$15 per month charge for having a pet, as additional rent. Dogs must be licensed, with the license number given in writing to Brady Hills. Residents must comply with all applicable Brady Hills Rules concerning pets, which Brady Hills MHP Rules are attached as Exhibit 1 and incorporated by reference

8. Entry and inspection. The Residents shall permit Brady Hills MHP or Brady Hills representatives to be on the Lot for the purpose of inspecting the property or making improvements, or to enforce this Lease and the Brady Hills MHP Rules attached as Exhibit 1 and incorporated by reference.

9. Laws. The Residents shall conduct themselves, their family, friends, guests, and visitors in a manner, which will not disturb others; will take action to make sure that Brady Hills is not in violation of any building, housing, or health codes; and shall otherwise obey all statutes, regulations, rules, and ordinances, and the Brady Hills MHP Rules, which are attached as Exhibit 1 and incorporated by reference. Statutes include the Vehicle Code, and the Crimes Code, including but not limited to: underage consumption of alcoholic beverages, public drunkenness, possession or use of illegal drugs, simple or aggravated assault, criminal contempt of a protection from abuse order, criminal mischief, and disorderly conduct. Ordinances include but are not limited to: building permits, recycling, and minors being out after curfew.

The Residents must register with the township tax office within 30 days of taking occupancy. The Residents must pay all county, municipal, and school district real estate and/or personal property taxes assessed and levied against their mobile home, and shall furnish Brady Hills MHP proof of payment immediately upon request.

Brady Hills has the right to change or add to the Brady Hills MHP Rules at any time, so long as the purpose of any change or addition is to preserve the premises and the quiet enjoyment of all residents. No change or addition shall become effective until such change is posted in the park, and the Residents have been given a written copy of the changed or added Rule by first class mail, personal delivery, or leaving a copy at the Residents' mobile home.

10. Brady Hill's liability. Brady Hills MHP shall not be liable for any damage or injury to the Residents, any other person, or to any property, by fire, crime, accident, or otherwise, including but not limited to damage because of the failure, breakage, leakage, or obstruction of the water, sewer, waste, soil, electrical, or gas pipes or lines, or damage to vehicles in violation of any provision in Paragraphs 4(E), 4(F), or 4(G); or damage to underground utility pipes or lines. The Residents agree to indemnify Brady Hills and to hold Brady Hills harmless, including interest and attorney's fees, from any claims for damages, except for the gross negligence of Brady Hills. The Residents agree to purchase any needed insurance.

11. Term. This Lease shall begin when the Resident(s) take occupancy, defined as when the electricity has been turned on, and will continue month to month through the last day of the last month. The last month will not be pro rated under any circumstances. Either party may terminate this Lease at any time by giving 30 days WRITTEN notice of intention to terminate. Brady Hills may terminate this Lease at any time if the Residents are in Default, as provided in Paragraph 11. Brady Hills MHP may raise the rent at any time. The Residents must give thirty (30) days WRITTEN notice to the township tax office before the end of the term, even if they are selling, but not moving, their mobile home.

12. Default. The following will be deemed a default of this Lease:

A. Rent, including any additional rent due under any provision of this Lease, being past due.

B. Complaints by Brady Hills MHP or other residents in which police end up being present on Brady Hills premises.

C. Giving evidence of abandonment, including but not limited to leaving the mobile home unoccupied for thirty (30) or more days, moving out, or terminating utility or other services set forth in paragraph 3. If the Residents give evidence of

abandonment, Brady Hills may take immediate possession, exclude the Residents from the property, and may remove the Residents' property and store it at the Residents' expense.

D. Breach of any provision of this Lease, or two (2) violations of any Brady Hills MHP Rule, which Brady Hills Rules are attached as Exhibit 1 and incorporated by reference, within any six (6) months.

13. Interpretation. The titles of the various Paragraphs of this Lease have been included only in order to make it easier to locate the subject covered and are not to be used in interpreting this Lease or the intentions of the parties. To the extent appropriate, words may be deemed to be singular or plural, and male, female, or neutral.

14. Remedies. All remedies at law or equity are cumulative, and are not limited to the provisions of this Lease. If any provision of this Lease is invalid or unenforceable, it will be enforced to the maximum extent permitted by law, and the remaining provisions will be unaffected. The prevailing party in any litigation is entitled to reasonable attorneys' fees and costs.

15. Entire agreement. This Lease is the entire agreement and understanding of the parties, and supersedes all prior representations, discussions, negotiations, and agreements, whether oral or written. The parties acknowledge that there are not any representations relating to this Lease's subject matter other than those it contains. No change in or addition to this Lease, shall be enforceable unless in writing, signed by both parties, except as provided in Paragraph 9.

The parties, intending to be legally bound, execute this Lease on

DATE: _____

RESIDENTS:

BRADY HILLS MHP, by

AUTHORIZED AGENT

BRADY HILLS MOBILE HOME PARK RULES

1. Township Requirements. New mobile homes must obtain a building permit from Brady Township. Call Brady Township at 724-738-1588.

All residents must register with the tax office within thirty (30) days of moving in. Residents must also notify the Brady Township Tax Collector before moving out, even if they are selling their mobile home that is not being moved. Send or deliver written notice to:

Helen Staiger
240 Duffy Road
Slippery Rock, PA 16057
Telephone: 724- 794-4627

2. Garbage and Recycling. Park will supply 96 gallon garbage bin issued by Waste Management. You are responsible for the care and maintenance and replacement cost of the garbage bin. All bins must be returned to Brady Hills MHP upon departure. Trash and garbage must be in securely-tied, heavy plastic bags.

Recycling must be in recycling bins. Waste Management will accept glass; aluminum, steel and bi-metal cans; plastics stamped with a #1 & # 2 on the bottom; newsprint; and other papers. Please review the Waste Management Recycling Guidelines supplied with your application packet for more information.

The following items are not acceptable for recycling:

Microwave Trays

Mirrors

Window or Auto Glass

Light Bulbs

Ceramics

Porcelain

Plastics Unnumbered

Coat Hangers

Glass cookware/bakeware

Household items such as cooking pots, toasters, etc

WASTE MANAGEMENT IS THE PROVIDER.

They can be reached at 1-800-458-4090

3. 911. The lot number must be clearly displayed on each mobile home in numbers at least 3 inches high.

4. Traffic. The Brady Hills MHP speed limit is 10 miles per hour. All traffic signs to be obeyed. Residents are responsible for speeding by their family, guests, and visitors. Any child age 12 and under must wear an approved bicycle helmet when riding, and all children must obey all bike safety rules.

5. Pets. A Resident's pet must be taken care of properly by cleaning up after them immediately after they "do their duty". Pets must not annoy any Residents in any way, be it barking, smell, destroying property (Brady Hills MHP s or other residents'), running lose, etc. Barking dogs have been a real problem in the past, and will not be tolerated. If any pet is not permanently removed from Brady Hills MHP property after two (2) violations, the Residents may be evicted.

Dogs must be in the mobile home, chained, or under a Resident's close supervision at all times. **Never, is a pet permitted to run through the park.** Dogs must be in the mobile home from sundown until sunrise. Dogs may not be chained to trees, and chains may not be longer than 6 feet long. **No** outside pet houses are permitted.

All stray animals are subject to removal from the park. In cases if an owner is located, the owner will be held responsible for costs. Once a stray animal is in custody of park personnel, any and all remedies are to be resolved with the proper authorities.

6. Noise. No music, TV, yelling, arguing, etc. may be loud enough to be heard inside any other resident's mobile home.

No loud motorized vehicles, such as motorcycles, motor bikes, quads, etc. may be operated on Brady Hills MHP property.

7. Weapons. No guns, bb guns, arrows, air rifles, pellet guns, etc. may be shot on Brady Hills MHP property.

8. Parking. Each Lot has adequate space to park 2 cars. Do not park in another Lot's space. Residents are responsible for keeping their own spaces clear of ice and snow in the winter.

9. Mailboxes. It is a federal crime to open another person's mailbox. Residents and their families, guests, and visitors are not allowed to loiter in the mailroom, except for the time necessary to remove their own mail. Do not send young children to pick up mail.

10. Trespassing. Residents and their families, guests, and visitors are not allowed on another Resident's Lot for any reason without their actual, specific permission.

11. Curfews in the park are for all residents of the park. The curfews are for noise control, children roaming the park control, and dog curfew. Parents are responsible to enforce all curfews. Weekdays shall be Sunday through Thursday. Weekends shall be Friday and Saturday.

NOISE CONTROL

All outside work, as mowing grass, power saws, home improvements, etc., shall have a 8:00 P.M. curfew on weekdays, 9:00 P.M. on weekends. **NO WORK BEFORE 8:00 A.M.** Loud Music, loud talking, **all dogs outside**, have a 10:00 P.M. curfew weekdays, 11:00 P.M. on weekends.

11:00 P.M. QUIET TIME FOR ALL THE PARK

YOUTH CURFEW

Children shall be considered persons 12 and under.

Minors are persons 18 and under.

Children shall be on their lot, under adult supervision 9:00 P.M. weekdays, 10:00 P.M. weekends. Minors shall be on their lot by 11:00 P.M. weekdays and weekends. Parents are responsible to enforce this curfew.

It shall be an violation of the lease for any minor or their guests to be on the streets, on another's property, or at the playground area in the park, unsupervised. The parent shall be held responsible for the minors' and the minor's guests actions.

DOG CURFEW

**ALL DOGS ARE TO BE IN THE HOME FROM SUNDOWN TO SUNRISE.
NO BARKING DOGS, OUTSIDE AT NIGHT, WILL BE TOLERATED.**

THESE RULES ARE ATTACHED TO, AND PART OF THE RESIDENTS' LEASE. WRITTEN NOTICE WILL BE SENT TO ANYONE VIOLATING ANY OF THESE RULES. ANYONE FAILING TO CORRECT THE VIOLATION SHALL HAVE BROKEN THE LEASE. A BROKEN LEASE WILL BE CAUSE FOR EVICTION.