

Lot: _____

LAKE SHASTA MOBILEHOME PARK

17776 Red Bud Lane, Shasta Lake, CA 96019

RENTAL AGREEMENT

THIS RENTAL AGREEMENT IS AN IMPORTANT DOCUMENT THAT HAS LEGAL CONSEQUENCES. IT IS RECOMMENDED THAT HOMEOWNER HAVE IT REVIEWED BY AN ATTORNEY PRIOR TO EXECUTING THE DOCUMENT.

**This Park is an
Equal Housing Opportunity Provider
We do business in accordance with
the Federal Fair Housing Law**



IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, HANDICAP OR DISABILITY, FAMILIAL STATUS, MARITAL STATUS, SEXUAL ORIENTATION OR ANY OTHER PROTECTED CLASS.

This Park is exempt from the familial status protections of federal and state laws, as this Park intends to and does provide housing for older persons (55 and older).

This RENTAL AGREEMENT (hereinafter "Agreement") is made and entered into this ____ day of _____, 20____, by and between the owner of Lake Shasta Mobilehome Park (hereinafter the "Owner") and those persons who have signed this Agreement,

as the homeowner(s) (hereinafter collectively the "Homeowner").

HOMEOWNER ACKNOWLEDGES AND REPRESENTS:

HOMEOWNER EITHER OWNS OR IS PURCHASING THE MOBILEHOME ON THE LOT AND ANY ACCESSORY STRUCTURES BUT IS NOT PURCHASING THE LOT OR LAND WITHIN THE PARK. OWNERSHIP OF THE LOT AND LAND REMAINS WITH THE OWNER.

ADJACENT PROPERTY IS, OR MAY BE, CAUSING ENVIRONMENTAL HAZARDS SUCH AS NOISE, DUST, ODOR, NOXIOUS FUMES, ETC. HOMEOWNER FOREVER RELEASES AND DISCHARGES OWNER FROM ANY DAMAGE OR INJURY WHICH HOMEOWNER HAS SUFFERED, OR MAY SUFFER, TO THE FULLEST EXTENT PERMITTED BY LAW. HOMEOWNER HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THESE MATTERS.

HOMEOWNER ASSUMES ALL RESPONSIBILITY FOR THE MOBILEHOME, INCLUDING, BUT NOT LIMITED TO, TITLING AND REGISTRATION, PAYMENT OF TAXES, INSURANCE, GOVERNMENT FEES, AND MAINTENANCE OF THE MOBILEHOME AND ACCESSORY EQUIPMENT. OWNER MAKES NO REPRESENTATION RESPECTING HOMEOWNER'S ABILITY TO SELL THE MOBILEHOME FOR THE PRICE PURCHASED OR FOR ANY OTHER PRICE. OWNER HAS NO OBLIGATION TO TAKE ANY ACTION TO PRESERVE THE VALUE OF HOMEOWNER'S MOBILEHOME. HOMEOWNER AGREES THAT OWNER IS NOT RESPONSIBLE FOR ANY CONDITION THAT AFFECTS MOBILEHOME SALES PRICES INCLUDING RENT TO BUYER, LEASE TERMS OFFERED TO BUYER OR CONDITION OF OTHER MOBILEHOMES IN PARK, OTHER THAN IMPOSED BY LAW OR NOT WAIVABLE LEGALLY. HOMEOWNER'S TENANCY WITH OWNER IS SUBJECT TO TERMINATION UNDER ANY AND ALL PROVISIONS OF THE CALIFORNIA MOBILEHOME RESIDENCY LAW.

1. SPECIFIC INFORMATION.

1.1 Lot: Owner agrees to rent to Homeowner and Homeowner agrees to rent from Owner the Lot No. _____ (hereinafter the "Lot") in Lake Shasta Mobilehome Park.

1.2 Term: The tenancy created under this Agreement shall be for the following term:

(Check one:)

_____ Twelve (12) months, commencing on _____, and ending on _____.

_____ Less than twelve (12) months, commencing on _____, and ending on _____.

_____ Month-to-month, commencing on _____.

1.3 Rent and other Charges:

| | |
|-----------------------|---|
| Base Rent | The beginning rent shall be \$ _____ per month. Base Rent may be increased at any time upon ninety (90) days' notice, unless otherwise prohibited by law. |
| Guest Fee | \$ _____ per month. |
| Late Rent Charge | \$35.00. |
| Check Handling Charge | \$25.00 for first occurrence, \$35.00 for any subsequent occurrence. |
| Security Deposit | \$ _____ |

1.4 Utilities:

1.4.1 Provided and separately billed to Homeowner, or paid by Homeowner to Utility:

| Utility | Paid by Homeowner to Utility | Park Will Bill Monthly |
|-------------|------------------------------|------------------------|
| Natural Gas | | |
| Electricity | | |
| Water | | |
| Telephone | | |
| Cable TV | | |
| Internet | | |
| Trash | | |

| | | |
|-------|--|--|
| Sewer | | |
|-------|--|--|

1.4.2 Provided without separate charge to Homeowner:

| Utility | Provided without charge by Park |
|-------------|---------------------------------|
| Natural Gas | |
| Electricity | |
| Water | |
| Telephone | |
| Cable TV | |
| Internet | |
| Trash | |
| Sewer | |

1.5 Occupants of mobilehome upon the commencement date of this Agreement:

1.5.1 Homeowner(s) as listed on the last page of this Agreement.

1.5.2 ADDITIONAL RESIDENTS:

None

Names: _____

1.5.3 ADDITIONAL OCCUPANT(S) WITH NO RIGHTS OF TENANCY PURSUANT TO CALIFORNIA CIVIL CODE SECT. 798.34(e):

None

One (1) companion: _____

Live-in caregiver: _____

Family member under care of senior: _____

1.6 The specific information provided in this paragraph 1 is only a summary and is more fully detailed in this Agreement.

2. DEFINITIONS.

The definitions set forth below shall apply unless more specifically defined within another provision of this Agreement. Note, unless otherwise stated, the terms defined herein are not the definitions set forth in the Mobilehome Residency Law (California Civil Code §§ 798 *et seq.*).

2.1. "Park" means Lake Shasta Mobilehome Park located at 17776 Red Bud Lane, Shasta Lake, CA 96019.

2.2. "Homeowner," encompasses the definition set forth in the Mobilehome Residency Law and means, that person(s) who has/have a tenancy in the Park pursuant to this Agreement.

2.3. "Owner" means the legal owner(s) of the Park, except for the following: For those provisions of this Agreement that are for the protection or benefit of Owner (including, but not limited to, provisions that waive Homeowner's claims or rights, release or discharge Owner, or acknowledge, represent or warrant to Owner), "Owner" includes Owner's past, present and future principals, and representatives including but not being limited to Owner's professional management companies, independent contractors, employees, agents and attorneys. The parties agree that this definition provides more protection to these managers and other representatives than they would otherwise enjoy, but the parties acknowledge that said managers and representatives have such protections here.

2.4. "Resident," as defined in the Mobilehome Residency Law is a Homeowner or other person who lawfully occupies a mobilehome.

2.5. "Additional Occupant" includes persons sharing the Lot pursuant to California Civil Code § 798.34, such as a guest, companion, live-in caregiver, or family member under the care of a senior.

2.6. "Common Facilities of the Park," "Park Facilities" and "Common Areas" mean those facilities of the Park generally available for use by Resident(s) and their accompanied guests.

2.7. "Lot" means the real property portion of the Park designated or used for the occupancy of one mobilehome, which real property is rented to Homeowner by Owner, and the area one foot below and 16 feet above grade. The boundaries of the real property rented to Homeowner shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan, if applicable, or (2) the apparent physical boundaries of the Lot as they exist at the time of execution of this Agreement. However, if the area necessary to comply with setback requirements of state and local agencies comprises a smaller area than stated above, then this smaller area shall comprise the "Lot."

2.8. "Mobilehome Residency Law" means those provisions of the California Civil Code §§ 798 *et seq.* which are known as the "Mobilehome Residency Law" (including any future changes to it, except to the extent such change operates to the

detriment of Owner, in which case such change shall be recognized only to the extent required by law).

2.9. "Owner's approval" or "approval of Owner," "Owner's consent" or "consent of Owner" or other similar terms as used in this Agreement or in other documents referred to in this Agreement, means that the Owner's prior written approval must be obtained by Homeowner before Homeowner commences any such action requiring Owner's approval. If Owner's prior written approval is required, Homeowner shall submit a written request to Owner, which describes the action Homeowner proposes to take and for which Owner is requested to give prior written approval. Without limiting the foregoing, Homeowner agrees that if Homeowner does commence any construction, alterations and/or improvements without Owner's approval, Homeowner will remove such unapproved items immediately upon notice by Owner.

2.10. "Rules and Regulations" or other similar terms as used in this Agreement or in other documents referred to in this Agreement, means those rules described in Civil Code § 798.15(b) and § 798.25 (as may be amended).

3. PAYMENT OF RENT, UTILITIES, INCIDENTAL REASONABLE SERVICE CHARGES AND SECURITY DEPOSIT.

3.1. Homeowner shall pay in advance (without deduction or offset to the fullest extent of the law) to Owner on the first day of each month:

3.1.1. The Base Rent as defined in paragraph 1.3.

3.1.2. All utility charges billed to Homeowner by Owner during the month.

3.1.3. The guest fee listed in paragraph 1.3 above shall be assessed for each calendar month or any portion thereof, for each guest who has stayed more than a total of twenty (20) consecutive days or a total of thirty (30) days in any calendar year. Such guest fee shall commence the day after a guest has exceeded the grace time specified in the preceding sentence and shall be payable in full for each calendar month or portion thereof.

3.1.4. Such other amounts and charges as are set forth herein, authorized or required by law, or added or increased as provided by law or this Agreement or amendments thereto. Utilities, late charges, and incidental reasonable service charges may be adjusted by Owner at any time to the fullest extent permitted by law.

3.2. Rent. The Rent shall include the Base Rent, defined in paragraph 1.3, and all additional Rent as set forth in this Agreement.

3.3. Rent shall be paid by check, cash or money order at the Park Office located at 17776 Red Bud Lane, Lake Shasta, CA 96019 or such other address as provided by Owner upon notice to Homeowner. If any tendered payment of Rent is dishonored by the bank for Non-Sufficient Funds (NSF) or Stop Payment, Owner may, upon at least ten (10) days' written notice to Homeowner, require payment to be made in cash or equivalent for a period not to exceed three (3) months after the date of notice from the Owner as

provided by law. If the Rent is not paid to the office by 5:00 p.m. on the sixth (6th) day of the month, the late charge specified in paragraph 1.3 above shall be charged. The acceptance by Owner of any late or partial payment shall not constitute a waiver of any breach of any term or provision of this Agreement.

3.4. **Security Deposit.** Any new Homeowner moving into the Park shall be required to, upon execution of this Agreement, deposit the amount specified in paragraph 1.3 above as a security deposit for the performance by Homeowner of the provisions of this Agreement. In the event Homeowner defaults on any provision of this Agreement, Owner may use the security deposit, or any portion of it, to cure any default on any of the provisions of this Agreement. In addition, Homeowner shall, on demand, immediately pay to Owner a sum equal to the portion of the security deposit expended or applied by Owner in this paragraph, so as to maintain the security deposit in the sum initially deposited by Owner. In no event shall the security deposit held by Owner exceed twice the initial Base Rent. Owner may maintain the security deposit with Owner's general and other funds. Owner will not be required to pay to Homeowner interest on the security deposit.

3.5. If Homeowner is not in default upon the expiration or termination of this Agreement, Owner shall return the security deposit or any balance thereof, to Homeowner within twenty-one (21) days after termination of tenancy. If Homeowner is in default, Owner shall refund the full amount of the security deposit less any amounts owing to Owner by Homeowner for Rent, utilities, or other charges due, but unpaid by Homeowner at the time Homeowner vacates the Park.

4. UTILITIES.

4.1. Owner shall provide and separately bill to Homeowner for the utilities set forth in paragraph 1.4.1. above. Upon sixty (60) days' prior written notice to Homeowner, Owner may require Homeowner to contract with the appropriate utility provider for service and to pay directly for one or all of the utilities which have previously been separately billed to Homeowner. In such event, Homeowner may be required to pay a deposit to the utility provider and/or may be charged at a rate for the utility or service which differs from the rate then currently charged by the Park.

4.2. Utilities will be billed monthly, in arrears. Utility rates charged by Owner which are governed and set by law (such as electricity, gas) shall be billed at the maximum rate as allowed by law. Utilities not so governed shall be charged by Owner to Homeowner by, at the election of Owner, one of the following:

4.2.1. The rate and fees charged by the servicing utility or utility provider in the area in which the Park is located for delivering said utility and utility services to single family detached residences.

4.2.2. The amount billed to Owner by the providing utility and utility service for the entire Park, divided by the number of spaces in the Park. In determining these amounts, the charges may, at the election of Owner, be annualized and be considered on a full twelve (12) month basis.

4.2.3. Any method reasonably determined to be fair by Owner. Homeowner shall contract with the appropriate utility company or provider and pay directly for all other utilities and/or services, such as telephone, cable T.V. and internet, as required or desired by Homeowner.

4.3. Owner shall not be liable for any loss or injury, and Homeowner shall not be entitled to any abatement or reduction of Rent by reason of Owner's failure to furnish any of the foregoing utilities when failure is caused by accident, breakage, repairs, strikes, or other labor disputes or by any other cause, similar or dissimilar, beyond the reasonable control of Owner. Homeowner acknowledges that any interruption of any utility service beyond control of Owner is not cause for non-payment or deduction of any amount billed to Homeowner by Park. (Please Note: The provisions of the paragraph below entitled "INDEMNIFICATION" apply to this paragraph.)

4.4. Utilities are provided by utility companies and other service providers to the Park, and Owner is not responsible for any variances or problems in the quality of utilities provided by utility companies and/or service providers. Such variances include, but are not limited to, the condition, taste, color or smell of water; interruption of gas or electrical service; or problems with gas, electrical, water or sewer systems on Homeowner's side of the meter or hookup or outside of Owner's side of its meter or hookup to the serving utility.

4.5. Homeowner shall not connect, except through existing electrical or natural gas outlets or water pipes on the Lot, any apparatus or device for the purposes of using electric current, natural gas, or water.

4.6. Homeowner is responsible for determining that Homeowner's mobilehome as well as all appliances and additional equipment used on or at the Lot is compatible with the electric service of the Park, and Homeowner agrees and acknowledges that Park has no liability or responsibility to Homeowner if the available electrical supply is not compatible. In such instance, Homeowner shall reduce draw on the electrical system to compatibility.

4.7. Homeowner is responsible for maintenance and repair of all utility lines (including, but not limited to, wiring, cabling, gas lines, water pipes, sewer pipes or conduit) between the Park's utility connection for the Lot and Homeowner's mobilehome.

4.8. Whenever it is necessary for Owner to make repairs or improvements to the Park's utility systems, Owner will have the right to suspend temporarily the delivery of the affected utility/utilities. However, a reasonable notice will be given to Homeowner as circumstances permit. All such repairs and/or improvements will be completed as rapidly as may be practical and, if possible, at such times which will cause the least inconvenience to Homeowner.

4.9. Homeowner agrees to review all utility billing statements and to notify Owner in writing of any issues detected within thirty (30) days of receipt thereof.

4.10. Homeowner agrees to cooperate with Owner in all matters affecting the Park and its operation, including, but not limited to, any effort by the Park to install solar energy and/or turn over any natural gas and electrical systems to the serving utility or its

affiliates, and any efforts to comply with drought compliance regulations and fire prevention efforts.

4.11. Proposition 65 Warning: The Lot as well as the Common Areas in and around the Park contain at least one of the chemicals known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, chlorine, carbon monoxide and gasoline components. For more information, go to www.P65Warnings.ca.gov.

5. RENT ADJUSTMENT NOTICES.

5.1. Homeowner agrees to review all Rent adjustment notices and billing statements and to notify Owner in writing of purported errors or discrepancies within thirty (30) days of receipt thereof.

5.2. Homeowner agrees that no act (including, but not limited to, noticing and collecting of any subsequent Rent adjustment), omission, or delay, including but not limited to miscalculations and errors, on the part Owner in noticing any Rent adjustment or portion thereof shall excuse, waive, or impair Owner's right to notice and collect any such Rent adjustment amount or portion thereof at a later date upon giving the required notice, if any, in this Agreement.

6. TAXES, GOVERNMENT ASSESSMENTS, CAPITAL EXPENSES, INSURANCE.

6.1. Homeowner shall pay directly to the assessing body or party all municipal, county, state and federal taxes, assessments, fees or other charges levied upon Homeowner's mobilehome and other property on the Lot.

6.2. Any and all taxes and assessments and installment of taxes and assessments required to be paid by Homeowner under this Agreement shall be paid by Homeowner at least ten (10) days before each such tax, assessment, or installment of tax or assessment becomes delinquent. Upon three (3) days prior written notice from Owner, Homeowner shall deliver to Owner the official and original receipt evidencing the payment of any taxes, assessments, and other charges required under this paragraph "Taxes, Government Assessments, Capital Expenses, Insurance."

6.3. Homeowner shall indemnify and hold Owner free and harmless from any liability, loss or damage resulting from any taxes, assessments or other charges required by this paragraph to be paid by Homeowner and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

6.4. Homeowner shall indemnify and hold Owner, Owner's employees, agents and property, including the Park and any improvements now or subsequently located in or on the Park, free and harmless from any liens, liability, loss or damage resulting from any taxes, assessments or other charges required to be paid by Homeowner and from all interest penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

6.5. Should Homeowner fail to pay within the time specified in this paragraph, any taxes, assessments or other charges required to be paid by Homeowner, Owner may, without notice to or demand on Homeowner, pay, discharge, or adjust such tax, assessment or other charge for the benefit of Homeowner. In such event, Homeowner shall promptly, upon written demand of Owner, reimburse Owner for the full amount paid by Owner in paying, discharging, or adjusting that tax, assessment or other charge together with interest thereon at the then maximum legal rate from the date of payment by Owner until the date of repayment by Homeowner. This Agreement may create a possessory interest, which possessory interest vests in the Homeowner, and the Homeowner may be subject to payment of property taxes levied on the possessory interest, if created. Homeowner will be responsible for all such taxes whether they are on the mobilehome or the Lot.

6.6. Homeowner shall pay Homeowner's pro rata share (on a per space basis) any increase in Owner's real property taxes or assessments from and after the commencement of this Agreement, which increase in real property taxes or assessments is in excess of two percent (2%) in any given year, not to exceed fifty dollars (\$50.00) per month.

6.7. Unless otherwise prohibited by law, Owner may pass through to Homeowner any and all governmental assessments related to the operation of the Park. For governmental assessment increases of a continuing nature, Base Rent may be increased by such amount as is necessary to cover the increase in such assessment. The Base Rent shall be adjusted equally in an amount necessary for each Lot in the Park to cover its pro-rata share of the increase in such cost. Government assessments shall not include federal, state or local income taxes.

6.8. Capital Improvement and Capital Replacement Pass Through.

6.8.1. The term "Capital Improvement" refers to anything or item which is new and not before existing in the Park with a useful life of one (1) year or more. Examples of Capital Improvement: Construction of a new swimming pool where none existed before, adding new extensive landscaping where none existed before.

6.8.2. The term "Capital Replacement" refers to replacement of any existing thing or item in the Park with a useful life of one (1) year or more. Examples of Capital Replacements: A roof to replace the old roof on the existing clubhouse; repaving of the streets (as compared with an asphalt patch to the street).

6.8.3. The amount of the increase to the Rent shall equal the total cost of Capital Improvements or Capital Replacements (as defined above) made by the Park during the twelve (12) month period preceding the month in which the current Rent increase notice is given, amortized over the useful life of the improvement, divided by twelve (12) and divided by the number of Lots in the Park. Owner shall be entitled to receive interest on the cost of such Capital Improvement and/or Capital Replacement, calculated by utilizing a ten percent (10%) interest factor.

6.9. Insurance. If, after taking the costs for insurance (as defined below) during the comparison period and comparing these costs with the costs during that term, the

costs for Insurance have increased, the Rent in effect shall be increased by the amount of that increase, divided by twelve (12) and divided by the number of Lots in the Park. The term "Insurance" means and includes all amounts paid by the Park for insurance, including, but not limited to, insurance for any claim, loss, damage or injury to property or person, including fire, earthquake, flood, vandalism, burglary, or theft. The term "Insurance" shall also include premiums paid by the Park for workers' compensation insurances.

6.10. Uninsured Losses. If there have been costs associated with Uninsured Losses (as defined below) during the time this Agreement is in effect, the Rent then in effect shall be increased by the amount of Uninsured Losses divided by twelve (12) and divided by the number of Lots in the Park, amortized over a five (5) year period. The term "Uninsured Losses" is defined as either: (1) any losses for which Owner is not fully compensated by insurance or (2) any losses for which the Owner is ordered by any court or arbitrator to pay as damages or to compensate any person or group of persons, because of any claim, lawsuit, arbitration or administrative action brought against the Owner and which is, for any reason, not paid by an insurance company (including, but not limited to, any good faith and reasonable settlement of any claim, with or without litigation or arbitration). Uninsured Losses shall be limited to losses related to, connected with, or concerning the operation, management, maintenance, leasing, or ownership of the Park or management of the Park for a violation of the Mobilehome Residency Law.

6.10.1. Notwithstanding anything contained above, Owner shall bear the responsibility of two percent (2%) or \$2,000.00, whichever is greater, for Uninsured Losses.

6.10.2. When Uninsured Losses necessitate Owner replacing or repairing Park property, the total amount of Uninsured Losses shall include the actual cost incurred by Owner to replace or reconstruct any property, including legal and engineering fees related to said replacement, plus all interest, points and other costs and charges relating to the borrowing of any sums during the period of construction or installation. Such interest, points, fees or other costs and charges shall not exceed an amount equal to that charged by an institutional lender of Owner's choice.

6.10.3. Any and all of the above-mentioned Rent adjustments shall comprise additional Rent and be included in Homeowner's Rent.

7. HOLDOVER TENANCY.

If Homeowner remains in possession of the Lot after the expiration of the term of this Agreement, defined in paragraph 1.2, and has not executed a new rental agreement with respect to the Lot, said possession by Homeowner shall be deemed a month-to-month tenancy. When Homeowner holds over possession of the Lot, Owner may, upon written 90-Day notice, increase the Rent and other charges of the Park unless otherwise prohibited by law.

8. RESPONSIBILITY OF THE PARK.

8.1. It is the responsibility of the management to provide and maintain the physical improvements in the Common Facilities of the Park in good working order and condition. Owner shall provide improvements, including streets, and will also provide the following improvements: Laundry facility, clubhouse, and car wash.

8.2. Owner may discontinue or modify any service or facility listed, but only upon the giving of lawful notice to Homeowner. The Park provides no services other than utilities. (Please note: Furniture, equipment and other items of personal property located in the Common Facilities which belong to Resident or Resident(s)' clubs, associations or other organizations or services provided by Resident or such organizations, are not the responsibility of the Park to provide or maintain).

8.3. With respect to any sudden or unforeseeable breakdown or deterioration of the physical improvements of the Park, management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration.

8.4. Any available heating, cooling and lighting of pools, clubhouse, and other Common Areas will be turned on as required to maintain reasonable accessibility during normal hours of usage to the extent reasonable and permitted by law.

8.5. The Park may, upon the giving of lawful notice, amend, delete, add or modify any of the services or facilities provided.

9. ALTERATION OF THIS AGREEMENT.

This Agreement may be altered by Homeowner only by written agreement signed by both of the parties or by operation of law. This Agreement may be altered by Owner 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. Except for the amount of Rent and the duration of this Agreement, each provision of this Agreement shall be deemed to be a Rule and Regulation, as well, and may be amended, modified, or otherwise changed and enforced as a Rule and Regulation under the Mobilehome Residency Law.

10. MOBILEHOME OCCUPANCY AND ADDITIONAL OCCUPANT.

10.1. If Homeowner is living alone and wishes to share occupancy of his or her mobilehome with one (1) other person, Homeowner may do so, and a fee shall not be imposed by Owner for that person as provided in the Mobilehome Residency Law. Such person shall comply with and be bound by the Rules and Regulations of the Park and shall register with the Owner. Homeowner may only designate one person at a time as a companion and shall not designate more than three companions in total during any calendar year, unless otherwise authorized by Owner. Owner may refuse to allow a Homeowner to share his or her mobilehome with a companion if Homeowner does not provide documentation showing the proposed companion meets the age restrictions of the Park.

10.2. Any Additional Occupant, family member or other invitee of Homeowner shall at all times be bound by the Rules and Regulations and any other residency documents, and any conduct by them in violation of such Rules and Regulations or other residency documents shall be deemed a violation by the Homeowner. The Homeowner promises and warrants that each such Additional Occupant, family member or other invitee will at all times comply with all Rules and Regulations.

10.3. For any guest who stays more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year, such guest must register with the Owner. Homeowner will be charged an Additional Occupant fee as referenced in paragraph 1.3 of this Agreement. However, no such charge will be imposed if the occupant is a member of Homeowner's immediate family as defined in the Mobilehome Residency Law.

11. INCORPORATED DOCUMENTS.

The following documents, as they may be amended, modified, or otherwise changed from time to time, as permitted by the terms of this Agreement, are attached as exhibits to this Agreement and incorporated herein by this reference, and Homeowner acknowledges receipt of a copy of the same:

11.1. California Civil Code provisions known as the "Mobilehome Residency Law" attached hereto as **Exhibit A**;

11.2. The Park's Rules and Regulations attached hereto as **Exhibit B**;

11.3. Estoppel Certificate attached hereto as **Exhibit C**;

11.4. Pet Agreement attached hereto as **Exhibit D**;

11.5. Waiver and Release of Liability attached hereto as **Exhibit E**;

11.6. "Protect Your Family from Lead in Your Home" attached hereto as **Exhibit F**;

11.7. Mold and Ventilation Requirements attached hereto as **Exhibit G**;

11.8. Mobilehome Park Rental Agreement Disclosure Form Pursuant to Civil Code (Section 798.75.5) attached hereto as **Exhibit H**;

11.9. Notice of Additional Disclosures attached hereto as **Exhibit I**;

11.10. Important Notice to All Manufactured Home/Mobilehome Owners attached hereto as **Exhibit J**;

11.11. There is a separate Arbitration Agreement attached as **Exhibit K** which is not incorporated by reference but attached;

11.12. Incoming Mobilehome Installation and Remodeling Standards attached hereto as **Exhibit L**.

11.13. In the event of any inconsistency between the terms of this Agreement and

the terms of any exhibits to this Agreement, the terms of the Agreement shall control to the fullest extent permitted by law, provided that Owner may correct any such inconsistency when identified through reasonable amendment to render such terms consistent.

Homeowner's Initials

12. HOMEOWNER'S WARRANTIES.

12.1. If, on the date of this Agreement, there is not presently a mobilehome located on the Lot, or if Homeowner is to remove the mobilehome presently located on said Lot and replace it with another mobilehome, Homeowner acknowledges and agrees that certain representations have been made by Homeowner to Owner as to the make, model, type, size, age and condition of the mobilehome which will occupy the Lot and the accessory equipment and structures which will be a part of or installed with the mobilehome. Homeowner warrants to Owner that all representations made regarding the mobilehome and all accessory equipment and structures are true and accurate. Owner may inspect the mobilehome and the accessory equipment, and Homeowner agrees not to substitute another mobilehome or other accessory equipment and structures for the ones approved by Owner unless they meet all of Owner's requirements and specifications and Homeowner has obtained prior written approval of Owner. If Owner determines that said representations are not true and accurate, then Owner may refuse to accept the mobilehome or the accessory equipment and structures for installation, or, if installed without Owner's approval, will be removed by Homeowner.

12.2. Within thirty (30) days of execution of this Agreement, Homeowner shall provide the decal number for the mobilehome located on the Lot to the Park's management office.

13. USE OF LOT AND PARK.

13.1. The Lot shall be used only as a site to locate, maintain, and occupy a mobilehome for private residential purposes. Except as otherwise set forth in the Park's Rules and Regulations, no business or commercial activity of any nature shall be conducted on the Lot including, but not limited to:

13.1.1. Any activity requiring the issuance of a business license or permit by any governmental agency, except as otherwise allowed under the Park's Rules and Regulations or California law.

13.1.2. The leasing, subleasing, sale, or exchange of mobilehomes, except as otherwise allowed under the Park's Rules and Regulations or California law.

13.2. At all times at least one of the persons listed on the last page of this Agreement as Homeowner must be a "registered" owner of the mobilehome who at all times occupies the Lot as his/her personal and actual residence.

13.3. Homeowner shall give Owner at least thirty (30) days advance written notice (and request Owner's approval) of the date a mobilehome or any accessory structure will be installed on the Lot, or any change to mobilehome, accessory structure, or Lot in which a permit is required. Homeowner shall obtain the required permit and shall otherwise cause the installation or change to comply with all applicable laws and regulations then in effect, including the Park's Rules and Regulations. Any inspection or approval by Owner, however, is made for the sole benefit of Owner, and Homeowner may not rely upon such inspection or approval to ensure that the item has been installed or constructed correctly or that the work has otherwise been done as required.

13.4. Homeowner shall not make any improvements, alterations, or additions to the Lot or remove or change any existing improvements or landscaping without the prior written consent of Owner. Should Homeowner not obtain Owner's prior written consent, such additions or alterations shall, upon demand of Owner, be promptly removed by Homeowner at Homeowner's sole expense.

13.5. No use shall be made or permitted to be made on the Lot, nor acts done, which will increase the existing rate of insurance upon the Park, or cause the cancellation of any insurance policy covering the Park or any part thereof.

13.6. Homeowner shall not commit, or suffer to be committed, any waste upon the Lot, or any nuisance or any other act or thing, including offensive odors, which may disturb the quiet enjoyment of any other Homeowner.

13.7. Homeowner agrees to reasonably cooperate with Owner in all matters affecting the Park and its operation, including, but not limited to, any effort by the Park to install solar energy and/or turn over the natural gas and electrical systems to the serving utility or its affiliates.

14. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

14.1. Homeowner agrees to abide and conform with all applicable laws and ordinances, all terms and conditions of this Agreement, the Rules and Regulations, all rules, regulations, terms and provisions contained in any document referred to in this Agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner as permitted by the terms of this Agreement. Any substantial violation of the Rules and Regulations shall be deemed a public nuisance. Homeowner agrees that a breach of this Agreement or any violation of the Rules and Regulations cannot reasonably or adequately be compensated in damages and, therefore, Owner shall be entitled to injunctive relief including, but not limited to, restraining Homeowner from continuing to breach the Agreement or continuing to violate any rules or regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist.

15. MAINTENANCE OF LOT.

15.1. Homeowner shall at all times maintain Homeowner's mobilehome and the Lot in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from Homeowner's mobilehome and Lot on a regular basis. Landscaping on the Lot shall be watered and maintained by Homeowner, at Homeowner's expense.

Homeowner agrees not to unreasonably use water to water the landscaping to be used on the Lot, and not to permit standing water, mud or other similar conditions to be created on the Lot, and not to permit excessive water runoff on the Lot or outside the Lot. In addition, Homeowner shall comply with all Park Rules and Regulations pertaining to the maintenance of the Lot by Homeowner.

15.2. In the event Homeowner fails to maintain Homeowner's Lot as provided in the Rules and Regulations, management may, upon giving prior written notice to Homeowner, perform the required maintenance and charge Homeowner a reasonable fee for said maintenance. The written notice shall state the specific condition to be corrected, that management will perform the maintenance if Homeowner does not perform such within fourteen (14) days of the written notice, and an estimate of the charges to be imposed by management if the services are performed by management or its agents.

16. ENTRY UPON HOMEOWNER'S LOT.

Except as otherwise provided by law, Owner, management and their agents and employees shall have a right of entry upon the Lot for inspection for compliance with the Rules and Regulations, maintenance and reading of utilities, maintenance of trees and driveways and for maintenance of the Lot where Homeowner fails to maintain the Lot in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time and as allowed by law. The Management may enter a home without the prior written consent of the Homeowner in the case of an emergency or when Homeowner has abandoned the home.

17. WAIVER OF DEFAULT.

No delay or omission in the exercise of any right or remedy of Owner on any default by Homeowner and/or any other person shall impair any such right or remedy or be construed as a waiver. No waiver by Owner of Owner's right to enforce any provision hereof after any default on the part of Homeowner shall be effective unless made in writing and signed by Owner, nor shall it be deemed a waiver of Owner's right to enforce each and all of the provisions hereof upon any further or other default on the part of Homeowner. The acceptance of Rent hereunder shall not be, or become construed to be, a waiver of any breach of any term or provision of this Agreement or any rule, regulation, term or provision contained in any document referred to in this Agreement, nor shall it reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit hereunder.

18. TERMINATION OF TENANCY BY OWNER.

18.1. Homeowner's rights under this Agreement may be declared forfeited and/or the tenancy may be terminated and/or Homeowner's right to renew his or her tenancy may be denied in accordance with the provisions of the Mobilehome Residency Law and other applicable law, at Owner's election. The issuance of a termination of tenancy notice shall be considered an election to forfeit the tenancy within the meaning of this Agreement.

18.2. If Homeowner remains in possession after Homeowner's tenancy has been terminated, Homeowner shall pay to Owner an amount equal to the rental charges Homeowner was paying to Owner at the time Homeowner's tenancy was terminated or the maximum reasonable rental value, whichever is greater.

18.3. If all or a substantial part of the Park is damaged or destroyed due to earthquake, fire, flood or other natural disaster or catastrophe, and if the cost of repairs and rebuilding exceeds \$250,000.00 or if, in Owner's sole opinion, the balance of the Park is not suitable for a mobilehome park, then Owner may terminate this Agreement upon sixty (60) days' written notice to Homeowner. Owner may exercise this option even if loss to the Park may be covered all or in part by insurance.

19. TRANSFER OF OWNER'S INTEREST.

In the event Owner transfers Owner's interest in the Park, Owner shall be automatically relieved of any obligations hereunder from the date of such transfer.

20. TERMINATION BY HOMEOWNER.

Homeowner may elect to terminate their tenancy upon no less than sixty (60) days written notice of termination to Owner, provided that (1) all persons occupying the Lot rented to Homeowner by this Agreement vacate the Lot and (2) Homeowner either (a) sells the mobilehome to a third party who has been approved by Owner for tenancy in the Park in accordance with the terms set forth in the paragraph entitled "APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS", (b) removes the mobilehome from the Park, or (c) abandons or vacates the mobilehome. If the Lot is voluntarily vacated as a result of a transfer of legal ownership of the mobilehome, and it is not removed from the Lot, the Rent may be increased by Owner as to the next Resident. If the Lot is voluntarily vacated as a result of the abandonment or removal of the mobilehome, then Homeowner shall not be liable for Rent or other charges from after the expiration of the 60 days (or more, if applicable), provided Homeowner gives written notice they are irrevocably abandoning all personal property on the Lot.

21. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS.

21.1. Upon no less than sixty (60) days' prior written notice to Owner, Homeowner may sell Homeowner's mobilehome at any time pursuant to the rights and obligations of Homeowner and Owner under the Mobilehome Residency Law and other applicable law. Any rights granted to Homeowner or to Owner by the Mobilehome Residency Law (including amendments, deletions, or modifications thereto) and by other applicable law may be enforced by Owner or by Homeowner. Homeowner must, however, immediately notify Owner in writing of Homeowner's intent to sell Homeowner's mobilehome. If the prospective purchaser of the mobilehome intends for the mobilehome to remain in the Park, said purchaser must do the following before occupying the mobilehome: (a) complete an application for tenancy (which may include, among other things, a balance sheet, income and expense statement, and supporting material, and a fee for obtaining a financial report or credit rating); (b) be accepted for tenancy by the Owner; and (c) execute and deliver to Owner a new lease agreement, a lease assignment agreement or other agreements as the case may be for the occupancy of the Lot.

21.2. IF THE PURCHASER FAILS TO EXECUTE A LEASE AGREEMENT, A LEASE ASSIGNMENT AGREEMENT OR OTHER AGREEMENTS AS THE CASE MAY BE FOR THE OCCUPANCY OF THE LOT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY. The lease agreement, Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their terms and provisions than this Agreement, the Rules and Regulations, and other residency documents now in effect.

21.3. Notwithstanding anything contained herein to the contrary, Owner may, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Lot upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any rights granted either party by the Mobilehome Residency Law (including amendments, deletions, or modifications thereto) and by other applicable law may be enforced by either party at that party's option.

21.4. Notwithstanding anything contained in this Agreement to the contrary, upon the sale or transfer of Homeowner's mobilehome, if the mobilehome is to remain in the Park, Homeowner shall make all repairs or improvements to Homeowner's mobilehome, to its appurtenances, or to an accessory structure as required by Owner, pursuant to California Civil Code section 798.73.5.

22. RENT CONTROL AND ESTOPPEL CERTIFICATES.

22.1. **Rent Control.** HOMEOWNER EXPRESSLY ACKNOWLEDGES THAT THIS AGREEMENT is exempt from local rental control if the Lot is not the principal residence of the Homeowner either because Homeowner is receiving a homeowner's exemption for another property or mobilehome in California, or Homeowner's principal residence is out of state.

Homeowner's Initials

22.2. **Estoppel Certificates.** Homeowner agrees that upon Park's request, Homeowner must within ten (10) days execute, acknowledge and deliver to Owner, at the election of Owner, either (1) a statement in writing in the form requested by an institutional lender or a third party, or (2) a statement in writing in substantially the form attached hereto, certifying, among other things, that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent and other charges have been paid and stating whether or not Park is in default of the performance of any covenant, agreement, term, provision, or condition contained in this Agreement, or is in violation of any law, ordinance, or administrative regulation and, if so, specifying each such default or violation, it being intended that any such statement delivered pursuant hereto may be relied upon by Park or any other party who may reasonably rely on such statement. Homeowner also agrees to execute and deliver from time to time such estoppel certificates as any institutional lender or a third party may require or request with respect to this Agreement.

22.3. Should any required estoppel certificate not be provided in a timely fashion, it shall be conclusively presumed, and shall constitute a representation and warranty by

such party, that: (i) this Agreement is in full force and effect without modification, except as may be represented by the requesting party; and (ii) Park is not in breach, default, or violation in any of the respects referenced above.

22.4. The statement in writing in substantially the form attached hereto as Exhibit "C", as referenced in paragraph 22.2 above, may also contain the following:

22.4.1. The names of all occupants of the Lot;

22.4.2. Nature of occupancy for each individual identified as an occupant (i.e., Additional Occupant, Resident, etc., shared tenancy under California Civil Code § 798.34(b), family member, etc.);

22.4.3. The legal owner and registered owner of the mobilehome;

22.4.4. Names and addresses of all lien holders of the mobilehome;

22.4.5. A copy of the current title document for the mobilehome and a copy of the insurance policy or policies of Homeowner respecting fire, flood, and general liability.

23. LIENS AND CLAIMS.

23.1. **Prohibition Against.** Homeowner shall not suffer or permit to be enforced against Owner's title to the Park, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, or maintenance of the Lot or mobilehome.

23.2. **Removal of Liens by Homeowner.** Should any lien, demand or claim be filed, Homeowner shall cause it to be immediately removed. In the event Homeowner, in good faith, desires to contest such liens, demand or claim, he/she may do so, but in such case Homeowner agrees to and shall indemnify and save Owner harmless from any and all liability for damages, including reasonable attorney's fees and costs, resulting therefrom and agrees to and shall, in the event of judgment of foreclosure on said lien, cause the same to be satisfied, discharged and removed prior to execution of the judgment.

23.3. **Removal of Liens by Owner.** Should Homeowner fail to discharge any such lien or furnish bond against the foreclosure thereof, Owner may, but shall not be obligated to, discharge the same or take such other action as it deems necessary to prevent a judgment of foreclosure on said lien from being executed against the property, and all costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Owner in connection therewith, shall be repaid by Homeowner to Owner on written demand.

23.4. **No Recording.** Homeowner agrees not to record this Agreement or a memorandum of this Agreement.

24. INDEMNIFICATION.

24.1. To the fullest extent allowable by law, and subject to any such legal limitations, Owner and Park shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any Homeowner or Resident or to any of the employees, guests, invitees, permittees or licensees of any Homeowner or Resident, or to any other person whomsoever, caused by any use of the Park or Lot (including any defect in improvements erected thereon) or the failure of any service or amenity, or arising from any other cause whatsoever. As a material part of the consideration of this Agreement, Homeowner hereby waives all claims and demands against Owner and Park, and hereby agrees to indemnify and hold Owner and Park free and harmless from liability for all claims and demands for any such loss, damage or injury, including attorneys' fees, together with all costs and expenses arising therefrom or in connection therewith. Nothing in this Paragraph 24.1 shall have the effect of an agreement by Homeowner to indemnify and hold harmless the Owner or Park for the negligent or willful acts or omissions of the Owner or Park, a breach of this Agreement by the Owner or Park, or a breach of duty owed by the Owner or Park.

24.2. Homeowner shall, at Homeowner's own expense, defend all actions brought against Owner or Park for which Homeowner is responsible for indemnification hereunder. If Homeowner fails to do so, Owner or Park (at Owner's option, but without being obligated to do so) may, at the expense of Homeowner, defend such actions, and Homeowner shall pay and discharge any and all amounts that arise therefrom.

25. INSURANCE.

Owner does not necessarily carry public liability or property damage insurance, to compensate Homeowner, Homeowner's guests or any other person from any loss, damage or injury except those resulting from prior actions where Owner would be legally liable for such loss, damages or injury. Homeowner agrees to maintain from an admitted insurer (having a rating of at least A- at all times) a homeowner's insurance policy for his/her mobilehome, with general liability coverage ("GLC") and hazard insurance coverage, with insured limits of at least \$100,000, listing in the policy the name of the Owner and Owner's Park manager as an "additional interest" for notification purposes. Said policy shall include extended coverage for homeowners, fire and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Homeowner, Homeowner's invitees or others from loss or liability. Owner may during the term of this Agreement make changes in the required insurance coverage or limits as determined by Owner in its reasonable discretion. Homeowner agrees to provide a copy of all insurance policies affecting the Lot to Owner upon ten (10) days' request. Homeowner requests that in the event Homeowner does not provide said insurance, Owner may obtain said insurance meeting the above coverages and bill Homeowner for the insurance as additional Rent. Owner shall have no obligation to obtain such insurance. Owner may obtain such policy that protects Owner, but not Homeowner, to satisfy Homeowner's obligation.

26. SUBORDINATION.

This Agreement, and any leasehold interest which may be created by it, shall be subordinate to any encumbrance, restriction or declaration of record before or after the date of this Agreement affecting the Park, the Common Areas, recreational facilities or other facilities of the Park, or the Lot rented to Homeowner. Such subordination is effective without any further act of Homeowner; however, Homeowner agrees, upon request by Owner, to promptly execute and deliver any documents or instruments which may be required by any lender or purchaser to effectuate any subordination, including reasonable modifications to this Agreement, provided they do not increase the obligations of Homeowner or materially adversely affect the interests of Homeowner herein. If Homeowner fails to execute and deliver any such documents or instruments, Homeowner hereby irrevocably constitutes and appoints Owner as Homeowner's special attorney-in-fact to execute and deliver any such documents or instruments.

27. ABANDONMENT.

During the term of this Agreement or any period of holding over, Homeowner shall not abandon the Lot or the mobilehome located thereon. In the event Homeowner does abandon either the Lot or Homeowner's mobilehome, such action may (at Owner's sole option) be deemed as Homeowner's election to terminate this Agreement and Owner shall have the rights afforded to Owner under California law to dispose of Homeowner's mobilehome and personal property located on the Lot and within the Park.

28. FIXTURES AND IMPROVEMENTS.

All landscaping and structures or other improvements permanently attached to or embedded in the ground at the Lot (collectively, "Fixtures and Improvements"), shall become a part of the realty upon their installation and belong to Owner. Upon Homeowner vacating the Lot, such improvements shall remain upon and be surrendered with the Lot. During the lease term, and at Homeowner's sole cost and expense, Homeowner shall maintain all Fixtures and Improvements on the Lot in good repair and condition. Homeowner shall be solely responsible, at Homeowner's sole cost, for the maintenance, repair, replacement, paving and sealing of said Fixtures and Improvements. Owner shall be responsible, at Owner's sole cost, for the maintenance, repair, replacement, paving, sealing and other costs and expenses related to driveways installed by the Park. Owner may, however, at Owner's sole option, permit Homeowner to remove, at Homeowner's own expense, Owner installed Fixtures and Improvements, provided that such approval, if any, is obtained in advance and is in writing signed by Owner. Homeowner shall repair any damage to the Lot caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Lot in a neat and uncluttered condition with the Park's original engineered grade intact.

29. EMINENT DOMAIN.

29.1 If the entire Park, or a portion thereof so that, in Owner's sole opinion, the balance remaining is not suitable for a mobilehome park, is taken under the power of eminent domain, or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, then this Agreement shall automatically terminate as of the date the condemning authority takes

possession. Any award for any taking of all, or any part, of the Park under the power of eminent domain shall be the property of Owner, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee or the taking of any interest Homeowner may have had due to this Agreement or Homeowner's tenancy in the Park. Nothing contained herein, however, shall be deemed to preclude Homeowner from obtaining any award for loss of or damage to Homeowner's removable personal property, or to give Owner any interest in such award.

29.2 In the event that the taking or condemnation of part of the Park does not result in the termination of this Agreement as provided above, then this Agreement shall terminate as to that portion of the Park so taken or condemned and the payments to be made under this Agreement as to that portion of the Park shall be abated and prorated as of the date of possession of the condemning entity. This Agreement shall continue in full force and effect as to that portion of the Park not so taken or condemned.

30. DELAY IN DELIVERY OF POSSESSION.

This Agreement shall not be rendered void or voidable by the inability of Owner to deliver possession of the Lot to Homeowner at the beginning of the lease term, nor shall any inability to deliver render Owner liable to Homeowner for loss or damage suffered thereby. If Owner cannot deliver possession of the Lot, the Rent for the period between the beginning of the term and the time when Owner can actually deliver possession will be abated.

31. JOINT AND SEVERAL LIABILITY.

If Homeowner is more than one person, each person shall be jointly and severally liable for the performance of Homeowner's obligations under this Agreement.

32. ENTIRE AGREEMENT.

This Agreement and the documents referred to herein constitute the entire Agreement between Homeowner and Owner pertaining to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations and understandings of the parties, whether written or oral.

33. FORCE MAJEURE.

If the performance by Owner of any of Owner's obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, terrorist acts, pandemic, riot, storm, earthquake, or other natural forces, or by the acts of anyone not party to this Agreement, then Owner shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

34. NOTICES.

All notices required or permitted under this Agreement must be in writing and may be served upon Owner or Homeowner by any lawful means. Owner, when permitted by law, may serve Homeowner at his or her address in the Park by First Class United States mail, postage prepaid, addressed to the Homeowner at his or her Lot within the Park. Homeowner may serve Owner in the manner prescribed by Section 1162 of the Code of Civil Procedure. Service of legal notices on one Homeowner shall be deemed service on all Homeowners signing this Agreement.

35. TIME OF ESSENCE.

Time is of the essence with respect to the performance of every provision of this Agreement.

36. INVALIDITY OF PROVISIONS.

36.1. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby, and any such illegal and invalid part, term or provision shall be deemed not to be a part of this Agreement.

36.2. If any of the provisions of this Agreement or the other documents used by the Park fail in any way to be legally enforceable as written, then it is unintentional and all such provisions shall be deemed to be automatically revised to correctly reflect the Owner's and Homeowner's respective rights, obligations, and prerogatives. Homeowner agrees to promptly notify Owner in writing of any such instance.

36.3. If any term or provision of this Agreement or other document used by the Park shall, on its face or as applied be illegal or unenforceable or claimed by Homeowner to be unenforceable, or illegal, Owner has the right, but not the obligation, to excise or modify any provision herein to the extent, and during the period which, such provision is deemed by any court of competent jurisdiction or claimed by Homeowner to be illegal or unenforceable to reasonably address such claimed or actual illegality or unenforceability.

37. CHOICE OF LAW.

This Agreement and all documents referred to in this Agreement shall be construed and enforced in accordance with the laws of the State of California, except for the Arbitration Agreement, if any, signed by Owner and Homeowner, which shall be construed and enforced in accordance with the Federal Arbitration Act.

38. MEGAN'S LAW DISCLOSURE.

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

39. ALTERNATIVE DISPUTE RESOLUTION.

39.1. Mediation: Owner and Homeowner agree to mediate any and all disputes between them relating to, arising out of, concerning, or connected with, without limitation, this Agreement, the Park's residency documents, the interpretation and enforcement of the Park's residency documents, the Homeowner's leasehold interest or interests at the Park, the Homeowner's Lot or space or spaces at the Park, the Park's Common Areas, services and facilities or the Park's operation and maintenance pursuant to this Agreement. The following matters shall be exempt from mediation: (1) unlawful detainer actions, (2) forcible detainer actions, and (3) rule violation injunctions pursuant to Civil Code section 798.88.

39.1.1. Mediation fees will be borne equally by the parties. If, for any dispute or claim to which this paragraph applies, any party commences an action (or files a complaint with any governmental entity, including the Department of Housing and Community Development) without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party under this Agreement, in any such event.

39.1.2. To initiate the mediation process, a party must serve a notice of demand for mediation which must provide: (i) a description of the dispute, (ii) facts from which the dispute arises, including witnesses, dates, times, and circumstances, and (iii) a description of the relief or action requested.

39.1.3. Within ten (10) days of serving the notice of demand, the party requesting mediation shall attempt to employ the services of a third person mutually acceptable to the parties to conduct and conclude such mediation within forty-five (45) days of his or her appointment. If the parties are unable to agree on such third person, they will apply to either Judicial Arbitration and Mediation Services ("JAMS") or Judicate West for a list of five mediators from which each side can eliminate two (2) names. If, on completion of the mediation, the parties are unable to agree and resolve the dispute, then the dispute shall be referred to arbitration or trial by reference as provided below.

39.1.4. Within fifteen (15) days of the selection of the mediator, each party will submit a brief setting forth the party's position on the issues that need to be resolved. The mediation will begin within five (5) days following submittal of the memorandums and will be concluded within forty-five (45) days from the beginning of the mediation unless the parties agree to extend the mediation period. The mediation will be held in the county in which the Park is located or another place acceptable to all parties.

39.1.5. Before the mediation proceedings begin, the mediator and all parties to the mediation will execute an agreement to maintain confidentiality of the proceedings, in order to exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution, including court proceedings, arbitration, or reference hearings. Further, the mediation agreement will provide that the expenses of witnesses and consultants for either side will be paid by the party producing the witnesses, and all other expenses of the mediation, including

required travel and other expenses of the mediator and the cost of any witnesses or expert advice produced at the mediator's direct request, will be paid equally by the parties unless they agree otherwise.

39.1.6. Owner (through its authorized agent or agents) and Homeowner will attend the mediation sessions in person. Persons other than the parties or the parties' representatives and the mediator may attend the mediation sessions only with the permission of the parties. Confidential information disclosed to a mediator by the parties or by witnesses during the course of the mediation will not be divulged by the mediator. All records, reports, or other documents received by the mediator will be kept confidential. There will be no stenographic or tape recording of the mediation process.

39.2. Arbitration: IF, ON COMPLETION OF SUCH MEDIATION, THE PARTIES ARE UNABLE TO AGREE AND SETTLE THE DISPUTE, THEN HOMEOWNER REQUESTS THAT THE DISPUTE BE RESOLVED BY ARBITRATION AS REFLECTED IN THE SEPARATE ARBITRATION AGREEMENT ATTACHED AS EXHIBIT K OR, IF NONE, BY TRIAL BY REFERENCE AS SET FORTH BELOW.

Homeowner's Initials

39.3. Trial by Reference: Any and all disputes between Owner and Homeowner relating to, arising out of, concerning, or connected with, without limitation, this Agreement, the Park's residency documents, the interpretation and enforcement of the Park's residency documents, the Homeowner's leasehold interest or interests at the Park, the Homeowner's Lot or space or spaces at the Park, the Park's Common Areas, services and facilities or the Park's operation and maintenance pursuant to this Agreement, except those subjected to arbitration pursuant to the signed Arbitration Agreement attached to this Agreement, which fail to be resolved in mediation as proscribed above, shall then be decided by trial by reference pursuant to California Code of Civil Procedure section 638, *et seq.* Both Owner and Homeowner agree that the court in which any action subject to this provision is filed shall immediately order a trial by reference pursuant to California Code of Civil Procedure section 638(1), and that either party may move the court to order the matter to reference pursuant to section 638 once the action is filed.

39.3.1. Owner and Homeowner agree that the referee for the trial by reference shall be a retired judge from Judicial Arbitration and Mediation Services ("JAMS") or Judicate West and that the parties shall select the referee in the manner set forth above regarding selection of a mediator, and further agree that the general reference shall be ordered to the selected referee pursuant to California Code of Civil Procedure section 640.

39.3.2. The plaintiff in any action which is heard by reference pursuant to this section shall pay all fees of the referee, if any, as fixed pursuant to California Code of Civil Procedure section 1023, as well as all related costs, which are necessary to try this matter by reference. Should the plaintiff fail to make any payments in a timely manner, the parties agree that the entire action shall be

dismissed with prejudice for failure to prosecute, either by the referee or upon *ex parte* application to the court in which the action is filed. Following the trial by reference, the referee shall award to the prevailing party the referee's fees and related costs paid by the prevailing party, if any, which award shall become the order of the court pursuant to California Code of Civil Procedure section 645.1.

39.3.3. Pursuant to California Code of Civil Procedure section 643, the referee must submit a written statement of decision to the court within twenty (20) days after the testimony is closed, after which the court may enter judgment pursuant to California Code of Civil Procedure section 644.

39.3.4. Notwithstanding anything to the contrary contained herein, the parties agree that at any time prior to the last day for the referee to submit a written statement of decision, or fifteen (15) days after service of the written statement of decision on each party, whichever date is later, either party may comply with the statement of decision entirely or in part. In the event that a party timely complies with the statement of decision entirely or in part, judgment shall not be entered on the statement of decision, or, alternatively, that portion of the statement of decision with which the party complies. Upon compliance with the statement of decision, or any portions thereof, the parties shall request that the court not enter judgment thereon and, to the extent possible, to dismiss the action, or, if judgment has been entered, that the court vacate the judgment or the applicable portion of the judgment. In the event of a non-monetary claim, the party shall be deemed to have complied with the statement of decision, or any applicable portion, if that party timely stipulates to its intent to comply. In the event of a monetary claim, the party shall be deemed to have complied with the statement of decision, or any applicable portion, if the party timely tenders payment to the other party.

39.3.5. Each party specifically retains their right to appeal any decision of the referee, and subsequent judgment of the court, as permitted by law, including but not limited to California Code of Civil Procedure section 645.

39.3.6. In addition to the matters to be arbitrated pursuant to the attached Arbitration Agreement, the following matters shall be exempt from reference: (1) Unlawful Detainer actions; (2) Forcible Detainer actions; and (3) Rule Violation Injunctions per Civil Code section 798.88.

40. DUTY TO REPORT DEFECTS.

40.1. Homeowner shall report any observable defect in the Park's Common Facilities, Common Areas, utility services of the Park, landscaping, or other services and facilities which are to be maintained by Owner. Homeowner shall give such notice in writing to the Park's resident manager by registered U. S. Mail (return receipt requested) within sixty (60) days of Homeowner's discovery of any such defect, so that such conditions may be corrected within a reasonable period of time by the Park.

40.2. Homeowner further agrees that if Homeowner fails to report any such defects in writing by certified mail within sixty (60) days of its discovery, Homeowner is in substantial violation of this Agreement. Should Homeowner fail to report any such defect within six (6) months of its discovery, Homeowner does by signing this Agreement waive

and shall be deemed to have waived any damages Homeowner had or has by reason of such unreported defect completely and without qualification.

Homeowner's Initials

41. RELEASE OF CLAIMS.

41.1. As a material part of the consideration for this Agreement, Homeowner hereby waives, releases and discharges Owner and Park and each and all of Owner's and Park's present and former partners, officers, directors, agents, representatives, employees and attorneys and each and all of Park's and Owner's respective heirs, successors, executors, administrators and assignees of each from and against any and all claims, agreements, contracts, covenants, representations, obligations, losses, liabilities, demands and causes of action which Homeowner may now or hereafter have or claim to have against Owner or Park, by reason of any matter or thing, whether of a personal or business nature, whatsoever, to and including the date hereof. Homeowner hereby waives any and all rights which Homeowner may have under the provisions of Section 1542 of the Civil Code of the State of California, which section reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

41.2. It is understood by Homeowner that, if the facts or law with respect to which the foregoing release as given turn out hereafter to be other than or different from the facts or law in that connection now known to be or believed by Homeowner to be true, then Homeowner expressly assumes the risk of the facts or law turning out to be so different, and agrees that the foregoing release shall be in all respects effective and not subject to termination or rescission for any such difference in facts or law. This provision "RELEASE OF CLAIMS" shall not, and does not, apply to any finding by a court or arbitrator of Owner's or Park's willful violation of the California Mobilehome Residency Law.

Homeowner's Initials

42. SUBLEASING AND ASSIGNMENT.

Subleasing of the Lot is not permitted except as otherwise set forth in the Park's Rules and Regulations and for the reasons authorized by California Civil Code section 798.23.5.

Homeowner's Initials

43. INSPECTION OF LOT AND PARK.

43.1. By signing this Agreement, Homeowner acknowledges that Homeowner has carefully inspected the Lot to be leased and all the Park's facilities, has found them

to be in good and sanitary order, condition and repair as represented by Park to Homeowner, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, agrees to accept them as they are.

43.2. Homeowner further acknowledges that Park is not a “security” Park, and that Owner is not responsible for any damage or injury in, on or to Homeowner’s Lot, mobilehome, personal property or person. Homeowner understands that Homeowner should maintain Homeowner’s own security precautions.

Homeowner’s Initials

44. HOMEOWNER'S RESPONSIBILITY FOR WATER/EARTH MOVEMENT DAMAGE.

44.1. Except to the extent, if any, prohibited by law, Homeowner assumes any and all liability for any loss, injury, or damage to Homeowner, Resident, Homeowner’s guests, invitees, permittees, or licensees, to Homeowner’s Lot, to Homeowner’s mobilehome, to improvements at or upon Homeowner’s Lot (including, but not limited to, any accessory equipment or storage building), or to Homeowner’s personal property from flow of ground water, surface water and/or flood water, from subsidence, from erosion, from earth movement, or from resultant mud and debris.

44.2. Homeowner hereby agrees to indemnify and hold Park and Owner harmless from any such loss, injury, damage or expense, including, without limitation, reasonable attorneys' fees and expenses of litigation which the Park or Owner may suffer. Homeowner is encouraged to obtain the necessary insurance and to undertake all precautions necessary to stabilize Homeowner’s mobilehome and accessory equipment, including, but not limited to, the bracing of Homeowner’s mobilehome and obtaining a civil engineer's report respecting Homeowner’s use of the Lot.

Homeowner’s Initials

45. HOMEOWNER’S RESPONSIBILITY FOR LOT GRADE.

45.1. The grade of space is calculated by dividing the distance from the highest elevation on space to the lowest elevation on space by the distance between those two points. A space grading that is perfectly level would have a grade of 0%. A space with an elevation change of 2 feet over a 100-foot distance would have a grade of 2%.

45.2. Homeowner acknowledges and agrees that the Lot’s grade and earth adjacent to Lot can and may be greater than 2% and that the Lot and area adjacent to Lot could and may, over time, develop a greater grade than 2%.

45.3. Homeowner acknowledges and agrees that while there might be a minimum grade required to maintain Lot drainage, there is no maximum grade that Park is required under applicable law to maintain on or adjacent to Lot.

45.4. Homeowner acknowledges and agrees that grade erosion due to, including, without limitation, rain, flooding, irrigation, pipe breaks, animals, wind, temperature change, earthquake, subsidence, earth movements, naturally occurring

conditions or acts of God, or adjacent to Lot constitutes a “natural occurrence” over which the Park has no control and for which the Park is not responsible to maintain, to the fullest extent allowed by law.

45.5. In the event that the grade of the Lot or grade of the area adjacent to Lot increases over time, and to the fullest extent allowed by law, the Homeowner agrees to timely remove any improvements adversely affected by such grade change or make any and all appropriate and required structural changes to such improvements, at Homeowner’s sole expense, in order to allow such improvements to remain on the Lot, including, without limitation, re-grading, structural piers and retaining walls.

45.6. In the event that the Homeowner or any governmental agency including, without limitation, the California Department of Housing and Community Development (“HCD”), or local county or City determines that grading or other work must be performed on Lot, then Homeowner, to the fullest extent allowed by law, agrees to timely remove all improvements from the Lot and the Park, at Homeowner’s sole expense, for the Park to accomplish such required grading construction. Homeowner will not be required to pay Rent during such grading construction. After completion of such grading and other construction, should Homeowner determine to return the improvements, including the home, to the Lot, then may do so at Homeowner’s sole expense, but only after complying with all then existing Park Rules and Regulations and Architectural Standards and governmental requirements, including California Title 25 and the Mobilehome Residency Law, as may be required by HCD, County and/or City.

45.7. To the fullest extent allowed by law, the Parties agree that Park is not and will not be responsible for damage to Homeowner’s home and property caused by grade changes on Lot or grade changes on the area adjacent to Lot.

Homeowner’s Initials

46. THIRD-PARTY RIGHTS.

Nothing in this Agreement, express or implied, is intended to confer upon any person other than Homeowner and Owner, any rights or remedies under or by reason of this Agreement. Furthermore, Homeowner agrees that Homeowner is not a third-party beneficiary of any other agreement between Owner and any other resident of the Park.

47. HEADINGS.

The headings of the paragraphs contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of this Agreement.

48. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and a fully executed copy of this Agreement may be used with the same force and effect as an original. The parties agree that signatures may be transmitted or received via facsimile or e-mail.

49. CONSTRUCTION.

For purposes of construction, this Agreement shall be deemed to have been jointly drafted by the respective parties and the rule of construction of contracts that ambiguities are construed against the drafting party shall not be applied against any party. The Parties hereby waive the provisions of California Civil Code Section 1654.

50. ACKNOWLEDGMENTS.

50.1. Homeowner represents and acknowledges that this Agreement is being entered into between Owner and Homeowner for the personal and actual residence of Homeowner.

Homeowner's Initials

50.2. Homeowner understands, agrees, and acknowledges that Homeowner is acquiring a leasehold for a limited period of time and is purchasing (or has purchased) only the mobilehome which occupies the Lot. Ownership of the mobilehome space remains with Owner. The price, appraisal, or stated value of the mobilehome, may reflect not only the mobilehome's value, but its "site" value; that being the willingness of a lender to finance or a purchaser to pay a larger amount for the mobilehome by virtue of its location in this Park. In other words, the mobilehome may be worth substantially less off the Homeowner's Lot than on the Homeowner's Lot. Homeowner understands that Homeowner is not entitled to receive any value for Owner's property, or to receive any value by virtue of having a mobilehome located at the Park or on the Lot.

Homeowner's Initials

50.3. Notwithstanding anything set forth herein to the contrary, in the event that Owner elects to subdivide the Park to provide for the conversion to a subdivision, cooperative or condominium, Homeowner agrees that Homeowner shall execute a petition indicating Homeowner's support for conversion of the Park to resident ownership in accordance with Government Code §§ 66410 and 66428.1, *et seq.*, as such statutes may be amended from time to time.

Homeowner's Initials

50.4. If this Agreement is being provided pursuant to California Civil Code section 798.75(a), then upon execution by parties to this Agreement, any tenancy created thereby, shall be null and void, and of no force and effect, unless and until: (1) seventy-two (72) hours have elapsed after Homeowner and Owner have executed this Agreement and no rescission right was exercised; (2) escrow is closed within fourteen (14) days of execution of this Agreement by both Parties; (3) at least one (1) person executing this Agreement as "Homeowner" is the registered owner of the mobilehome on the Lot; (4) Homeowner assumes physical occupancy of the mobilehome on the Lot within thirty (30) days of the execution of this Agreement; and (5) Homeowner provides Owner with proof of title transfer.

Homeowner's Initials

50.5. If this Agreement is being offered to a prospective Homeowner, Homeowner acknowledges that Homeowner provided Owner an application for residency. Homeowner represents and understands that such application is true and correct and that any material misrepresentation or omission by Homeowner on the application may at the sole election of Owner, result in the termination of this Agreement and the tenancy created hereunder.

Homeowner's Initials

50.6. ACKNOWLEDGMENT OF HOMEOWNER'S INVESTIGATION. Homeowner warrants that he/she has read this Agreement and does not rely upon anything said or done by Owner or management in deciding to enter into and execute this Agreement beyond what is represented in this Agreement. Homeowner represents that he/she is a sophisticated renter with respect to this Agreement and possesses equal bargaining power with Owner. Homeowner represents that he/she has made all investigations necessary before executing this Agreement. This Agreement is the product of arm's length negotiations between sophisticated parties.

Homeowner's Initials

50.7. If this Agreement is being offered to a prospective Homeowner, Homeowner acknowledges receipt from Park Management of a Mobilehome Park Rental Agreement Disclosure Form (pursuant to California Civil Code § 798.75.5), and Homeowner further acknowledges that Homeowner received the Mobilehome Park Rental Agreement Disclosure Form at least three (3) days prior to execution of this Agreement.

Homeowner's Initials

50.8. ACKNOWLEDGEMENT OF PARK'S RIGHT TO OFFER DIFFERENT LEASES TO DIFFERENT RESIDENTS. Homeowner acknowledges that the Park has and will continue to offer different leases on different terms with different starting rental rates. Homeowner acknowledges that such practice is lawful, fair and reasonable under the applicable statutory and case law, including the Mobilehome Residency Law.

Homeowner's Initials

50.9. Homeowner acknowledges that Homeowner has had the opportunity to read this Agreement and consult independent counsel regarding this Agreement.

Homeowner's Initials

50.10. Any claim, demand, right or defense of any kind by Homeowner which is based upon or arises in connection with this Agreement or the negotiations prior to its execution, shall be barred unless Homeowner commences a lawsuit or other form of

alternative dispute resolution thereon, or interposes in a legal proceeding a defense by reason thereof, within one (1) year as may be extended by Civil Code § 798.84, after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies.

Homeowner's Initials

50.11. Homeowner agrees and acknowledges that Owner has the right to adjust the lot lines of Homeowner's Lot. Upon a request of Owner to adjust a lot line, Homeowner agrees and consents to such adjustment and agrees to execute any documents required by the California Department of Housing and Community Development or other governmental agency with jurisdiction to adjust such lot line. To the extent that such adjustment decreases the size of the Lot, Owner shall proportionately decrease Base Rent for the Lot. Should a lot line adjustment require that Homeowner relocate Homeowner's mobilehome and accessory equipment, Homeowner further agrees and acknowledges that Owner shall pay the expense to relocate Homeowner's mobilehome and accessory equipment to another suitable Lot in the Park to the extent necessary to bring the mobilehome and accessory equipment in the new Lot into compliance with applicable setback rules, etc.

Homeowner's Initials

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Homeowner have executed this Agreement as of the day and year written below, further acknowledging and agreeing that all blank spaces have been completely filled in prior to such execution.

LAKE SHASTA MOBILEHOME PARK

Dated: _____

By: _____

Authorized Agent

HOMEOWNER

Dated: _____

Clearly print name: _____

HOMEOWNER

Dated: _____

Clearly print name: _____

ACKNOWLEDGMENT AND Agreement BY RESIDENT AND/OR ADDITIONAL OCCUPANT:

The persons signing below hereby acknowledge and agree to the following:

1. That they are not a "Homeowner" as defined by the Mobilehome Residency Law and this Agreement.
2. That they are bound by the Park's Rules and Regulations and all other obligations pursuant to this Agreement (except for the obligation for payment of Rent).
3. That they have no rights of tenancy pursuant to the Mobilehome Residency Law.

RESIDENT / ADDITIONAL OCCUPANT

Dated: _____

Clearly print name: _____

RESIDENT / ADDITIONAL OCCUPANT

Dated: _____

Clearly print name: _____