



**ABERDEEN RESORT
MOBILEHOME PARK
STANDARD LEASE**

This Standard Lease [“Lease”] constitutes the full and complete rental agreement between the Aberdeen Resort Mobilehome Park [“Park”] and the undersigned Lessee of the space within the Park which is described below.

The California Mobilehome Residency Law (California Code of Civil Procedure, Sections 798, *et. seq.*) governs the relationship between mobilehome parks and lessees of spaces within the parks. Lessee acknowledges receipt of a copy of the Mobilehome Tenancy Law. To the extent there may be a conflict between that law and the provisions of this Lease, the provisions of that law shall prevail. It is understood by the Park and Lessee that the law may be amended by the California Legislature from time to time in a manner which affects their respective rights under this Lease.

By signing this Lease, Lessee agrees to be bound by all its terms, including the provisions applicable only to Lessee and the provisions applicable to all Park lessees.

I. PROVISIONS APPLICABLE TO LESSEE.

A. Name of Lessee(s).

The names of the person or those persons who are the Lessee under this Lease are:

B. Lessee Information.

Lessee shall provide the following information pertaining to the mobilehome which will occupy the Premises described in this Lease:

a. Name and address of legal owner: _____

b. Telephone number: _____

c. Name and address of registered Owner: _____

d. Telephone number: _____

e. Make of mobilehome: _____

f. Model of mobilehome: _____

g. Year of manufacture: _____

h. Vehicle identification no.: _____

i. License or decal no.: _____

j. Description of additions to the mobilehome, including awning, patios, and decks, which are permitted on the Premises pursuant to this Lease: _____

k. Description of any out-buildings or other equipment to be fixed to the premises: _____

C. Description of Premises.

This Lease is for a space within the Park described as Space _____. The leased space constitutes the Premises as that term is used in this Lease.

D. Term of Lease; Effective Date.

This Lease commences and becomes effective on _____.

This Lease terminates on _____ unless it is extended by written agreement of Park and Lessee in the form prescribed for amendments to this Lease.

E. Monthly Rent.

a. Lessee shall pay to Park the sum of \$_____, per month as rent for the premises. The rent is due and payable on the ___1st___ day of each month and shall become delinquent on the ___10th___ day of each month.

b. Rent shall be paid at the location and in the manner designated by the Park from time to time. Lessee shall be assessed a delinquency charge of ten percent (10%) of the rent due if the rent is not paid by the delinquency date.

F. Utilities.

Utilities Paid By Park
(Included In Rent)

Water
Trash Disposal
Sewer

Utilities Paid By Lessee

Propane Gas
Electricity
Translator Television
Cable Television (if any)
Direct T.V. (if any)
Telephone

G. Security Deposit.

At the time of the execution of this Lease and the payment of the first month's rent, Lessee shall provide the Park with a security deposit in the amount of \$_____, which does not exceed the value of two months' initial rent under this Lease.

H. Inspection of Premises by Lessee.

In signing this Lease, Lessee acknowledges that Lessee has inspected the Premises and found them to be suitable for Lessee's intended purposes. Lessee further acknowledges that the Premises are fully and in every respect as represented by the Park.

I. Mobilehome and Additions.

By executing this Lease, the Park is permitting only the above-described mobilehome, additions, and out-buildings and fixtures (if any) to be placed on the Premises. The Park reserves the right to approve any further additions, out-buildings or fixtures. Such approval shall not be unreasonably withheld. Any use prohibited under the DWP lease described below shall be

prohibited by the Park. Notwithstanding any other provisions of this Lease, no cement or permanent outdoor surfacing shall be installed on the Premises without the written permission of the Park, which may withhold such permission at its sole discretion and without further reason.

II. PARK OPERATIONAL MATTERS.

A. Zoning.

The zoning designation of the Park accorded by the County of Inyo is **C-2**.

B. Park Lease.

The Park is situated on real property owned by the Department of Water and Power of the City of Los Angeles [“DWP”], with whom the owners and managers of the Park have a lease. The expiration date of the current lease, which may be renewed by agreement of the parties thereto, is September 30, 2017

III. RULES APPLICABLE TO PARK AND ALL PARK LESSEES.

A. Park Rules.

- a. The Park rules consist of this Lease, the Mobilehome Residency Law as amended from time to time, and such further rules, if any, which may hereafter be adopted by the Park in the manner and with the notice required by law.
- b. The provisions of Section 798.25 of the Mobilehome Residency Law govern amendments to the Park’s rules and regulations.

B. Park Disclosure Form; Description of Services Provided by Park; Charges by Park.

- a. Common Facilities Provided by Park. At least 3 days prior to the execution of a lease for premises within the Park, including a new lease by a purchaser of a mobilehome within the Park, the Park shall provide to the prospective lessee the disclosure form attached as Exhibit A to this Lease. No lease shall be executed by the Park and any prospective lessee until the disclosure form has been signed by the Park and the prospective lessee.
- b. Services Provided by Park. The services described in Exhibit B are provided by the Park as part of this lease.
- c. Lessee to Keep Premises in Good Order. The Park may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobilehome is situated in the event the lessee of such premises fails to keep the premises clean and neat and in good order, as determined by the Park. The fee may be charged if the lessee fails within 14 days to comply with a

written notice from the Park as to what shall be done by the lessee to put the premises in good condition. The notice shall set forth the estimated fee which will be charged in the lessee does not comply with the notice.

C. Rent Increases.

The Park shall give a lessee written notice of any increase in the lessee's rent at least 90 prior to the effective date of the increase.

D. Termination of Leases.

The termination of leases or tenancies within the Park shall be governed by Article 6, commencing with Civil Code Section 798.55, of the Mobilehome Residency Law.

E. Park Common Facilities.

a. The Park's common facilities are described in Exhibit A. The Park shall provide and maintain the common facilities in good working order and condition.

b. With respect to a sudden or unforeseeable breakdown or deterioration of these facilities, the Park shall have a reasonable period of time after it knows or should have known of such breakdown or deterioration to make such repairs as will put the facilities in good working order and condition. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

c. The Park shall have the right to enter any leased premises for maintenance of utilities, trees, and driveways, for maintenance in accordance with Park rules, and when a lessee fails to maintain the Premises. Entry shall be at any reasonable time.

F. Meetings of Park Lessees.

The Park shall meet and consult with lessees within the Park upon written request within 30 days of the request, individually or collectively, or with representatives of a group of lessees who have signed a request to be so represented, on the following matters:

- a. Amendments to Park rules and regulations;
- b. Concerns of Park lessees regarding existing Park rules that are not subject to Section 798.25 of the Mobilehome Residency Law;
- c. Standards for the maintenance of the common facilities;
- d. Changes in Park services or common facilities;

e. Rental agreements, if any, offered by the Park which meets the requirements of Section 798.17 of the Mobilehome Residency Law.

G. Park Right of Entry.

Park shall not enter a lessee's mobilehome without the prior written consent of the lessee, except in emergencies or when the mobilehome has been abandoned.

H. Sale of Mobilehome.

a. Section 798.73 of the Mobilehome Residency Law (standards pertaining to Park's right to require removal of mobilehome on sale), Section 798.73.5 (standards pertaining to Park's right to require repairs to mobilehome on sale), Section 798.74 (right to prior approval by Park of mobilehome purchaser who will remain in Park), and Section 798.75 (requirement of execution of lease by purchaser and related provisions), in addition to other applicable provisions of law in effect at the time, apply to any sale or proposed sale of his or her mobilehome by any lessee within the Park.

b. Any person who purchases the mobilehome on leased premises within the Park, and who wishes rent such premises, shall first enter into a new lease agreement with the Park. The lease agreement shall become a part of any escrow, sale, or transfer agreement involving the sale of the mobilehome in accordance with Section 798.75(a) of the Mobilehome Residency Law, or any other applicable section or subsection upon amendment of that law.

c. A lessee of premises within the Park who violates this section shall not have any rights of tenancy under any lease with the Park, and shall be considered an unlawful occupant as a matter of law in the absence of compliance with Section 798.75(c) of the Mobilehome Residency Law, or any other applicable section or subsection upon amendment of that law.

I. Sublease Prohibited.

All lessees within the Park are prohibited from leasing, subleasing, assigning, or in any other manner transferring or encumbering an interest in a Park lease or premises within the Park without the prior written consent of the Park, which consent shall be in the manner provided for modifications to leases. If a lessee consists of more than one person, a purported lease, sublease, assignment, or other transfer or encumbrance of his or her lease, whether voluntary, involuntary, or by operation of law, from one such person to the other, shall constitute a prohibited assignment under the lease of such person.

J. Uses Prohibited to Lessees.

Mobilehomes and leased spaces within the Park shall be used by a lessee only for private residential uses. Business or commercial activities, and any non-residential activities or uses of any

kind or nature, are prohibited. The persons who may reside in or occupy the premises are defined in Section 798.34 of the Mobilehome Residency Law, or any other applicable section or subsection upon amendment of that law.

K. Improvements.

a. All plants, shrubs, and trees existing on or growing from leased premises on the effective date of the lease, and all plants, shrubs, trees, structures not a part of the mobilehome or its additions, permanent fences, or other structures or surfaces permanently attached to the ground by a lessee, are or shall become the property of the Park when installed, and shall remain such upon the termination or expiration of the term of this Lease. They may not be removed without the prior written permission of the Park in the form provided for modifications of a lease.

b. Lessees shall first obtain the permission of the Park before planting plants, trees or shrubs on the lessee's premises which are likely at any time in the future to require trimming or other forms of periodic maintenance.

L. Pets.

a. Lessees' pets shall not be allowed on the common facilities unless confined by a leash. Pets on leased premises shall be confined by a leash or kept in a fenced yard which will not allow the escape of the pet. All lessees shall keep their leased premises clean and odor free from any pet use.

b. The Park may, in its sole discretion, require the removal of any pet from the Park where there is a substantial disturbance to or annoyance of any other Park resident. Repeated barking by a dog owned or kept on leased premises shall be considered a substantial disturbance.

M. Fire Safety.

a. Firewood on any leased premises shall be stacked at least three (3) feet from the mobilehome and any approved additions on the premises, and shall be maintained so as to assure that it will not combust or otherwise constitute a fire danger and will not attract rodents.

b. No fireworks of any kind are permitted within the Park. The use of fireworks by any lessee or any guest, sub lessee or invitee of Lessee shall be cause for immediate termination of the lease of that lessee.

c. There shall be no open fires on the Premises. Barbeques in good condition and repair, and which are not fire hazards, may be operated on the Premises.

d. Lessee shall comply with all applicable rules and regulations of public safety agencies with jurisdiction.

N. Skirting; Maintenance; Storage.

a. All mobilehome on premises within the Park shall be skirted in a manner approved by the Park, and the skirting shall be maintained by the lessee in good order.

b. The mobilehome on premises within the Park, and all approved additions, out-buildings and other fixtures shall be kept clean and in good repair, in a neat and orderly condition, and free of weeds and debris.

c. Two sheds of such size and location as are approved by the Park are permitted on leased premises for storage purposes. Open storage is prohibited.

O. Vehicles; Parking.

a. One licensed vehicle is allowed for each travel trailer space, provided the vehicle is parked within the leased premises.

b. Two licensed vehicles plus a recreational vehicle are allowed on the Premises. Any recreational used by or under the control of Lessee shall be parked within or immediately in front of the Premises.

c. No trailers or motor vehicles of any kind or nature shall be stored on the Premises for third parties. Vehicles owned by Lessee or third parties which are not in running condition shall be removed from the Premises within 30 days after notice by the Park.

P. Snow Removal.

All lessees of premises within the Park shall have the responsibility for the removal of snow from such premises.

**IV. GENERAL PROVISIONS APPLICABLE TO PARK
AND ALL PARK LESSEES.**

A. Attorney Fees.

In any action between Lessee and the Park, in law or equity, arising out of the enforcement of the provisions of a lease, the Mobilehome Residency Law, or the rules and regulations of the Park, the prevailing party shall be entitled to costs of suit and to reasonable attorney fees. The court shall determine which is the prevailing party, and what shall be reasonable attorney fees.

B. Interpretation of Agreement.

The place of performance of any lease of premises within the Park is Inyo County, California. The lease shall be interpreted in accordance with the law of the State of California. In the event any provision of any such lease is declared to be in violation of public policy or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

C. Entire Agreement.

Each lease of premises within the Park shall be understood by the parties thereto to contain the entire agreement of the parties regarding its subject matter, and that there are no other agreements, representations, promises, or warranties of or by either party of any kind or nature. To the extent there may be other agreements, representations, promises, or warranties not known to either or both parties, such agreements, representations, promises, or warranties are conclusively deemed superceded by the lease and are null and void.

D. Modification.

A lease for premises within the Park may be modified or amended only by a written amendment, signed by both parties, and attached to that lease as an amendment. Future amendments to the Mobilehome Residency Law which are applicable shall be deemed to be a part of each lease of premises within the Park.

E. Waiver.

- a. The failure of the Park to take action to enforce any provision of any lease of premises within the Park or the Mobilehome Residency Law shall not constitute a waiver of that provision.
- b. The acceptance of rent or the partial payment of past due rent shall not constitute a waiver of any rights which may have accrued to the Park by reason of any failure of a lessee to perform any obligation under his or her lease.

V. NOTICES.

Where notices are required to be given under this Lease or the provisions of the Mobilehome Residency Law, they shall be given as follows:

- a. Personal Delivery. Notices given by Lessee may be delivered by personal service to the Park manager at the residence or office of the Park and shall be addressed to Marty Fortney or Diane Fortney. Notices given by the Park may be delivered by personal service to Lessee and shall be

addressed to Lessee at Lessee's address or space within the Park.

b. Mail. Notices may be delivered by 1st Class United States Mail; postage prepaid, and shall be considered delivered on the 5th day after posting, provided they are addresses as follows:

Park

Notices to the Park may be addressed to the following:

Marty and Diane Fortney
Aberdeen Resort
150 Tinemaha Rd. #106
Independence, CA 93526

Lessee

Notices to Lessee shall be addressed to Lessee in the name set forth above and addressed to Lessee's site or space within the Park, if feasible, or to any other address provided to the Park by Lessee.

IN WITNESS WHEREOF, the parties execute this Lease, to be effective on the commencement of the lease term set forth above.

Lessee

Date: _____

Date: _____

Signature

Signature

Printed Name

Printed Name

Park

Date: _____

Signature

Printed Name