*Chukar Hills Mobile Home Park LLC*

*354 W 2nd Street,*

*Battle Mountain, NV 89820*

*775-635-2222*

## SPACE RENTAL AGREEMENT

This Agreement is made by and between Chukar Hills Mobile Home Parl LLC (“Landlord”) and the undersigned Tenants (“Tenants”).

# 1. Premises

 Landlord hereby leases to Tenant the following described space, upon the terms and conditions set forth in this Agreement:

 Space No: 310 W 2nd Street Space# , Battle Mountain, NV 89820

 (Manufactured Home Community Address)

 The approximate dimensions of the space are: 50 feet by 70 feet

 Tenant agrees that if the actual dimensions of the space are smaller than the above stated calculation, Landlord shall not be liable to Tenant for a reduction in rent.

 Any other amenities or services offered by the Community, but not specifically set forth hereunder, are not part of this Agreement and Landlord shall have no responsibility to maintain or continue same. Moreover, before tenants are entitled to a reduction of rent due to an elimination of a service or amenity, pursuant to NRS 118B. 153, the Landlord must be given a reasonable time to replace the amenity or service.

 Upon execution of this Agreement, Tenant acknowledges he has inspected both the space and the amenities herein leased, and accepts same as in good repair and condition.

# 2. Term

 The term of this Agreement shall be month-to-month commencing on the day of

 , 20 until terminated as hereinafter provided.

**3.** **Rent, Payment and Charges**

 A. Rents for the space are payable monthly in advance on the first day of each calendar month. Rent for the premises shall be $ 325.00 per month. The first month’s rent may be prorated. Partial payment of rent (as defined in this Article and Article 4) will not be accepted by the Landlord and failure to pay the entire amount of rent when due constitutes a breach of the Rental Agreement. The monthly base rent may be increased according to Nevada Revised Statutes 118B. Any tenant monetary obligation arising under this rental agreement shall be considered rent.

1. Rent shall be paid by cash, check,Credit Card online, draft, or money order, payable and delivered to Landlord at the office at the Community or any other location set forth by the Landlord. Timely rents paid by check, money order, or electronic means may be subject to discount as set forth in paragraph G.
2. In the event monthly rent is not paid in full on or before the 5th day of the month when it is due, an

additional fee will be charged and added to rent due, in the amount allowed by NRS 118B after the 5th day of the month that the rent became due, and continuing until payment in full of the rent and continuing until late charges.

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1. A service charge of twenty-five ($25.00) will be imposed for each check dishonored for any

reason. Dishonored checks cannot be re-deposited and must be replaced by cash, cashier’s check or money order. The replacement funds must include the twenty-five ($37.00) service charge and applicable late charge due through the replacement date. Landlord reserves the right to refuse personal checks in the event Tenant has two checks dishonored by the bank.

 E. Other Charges: Tenant shall also pay the following additional monthly charges as rent on or before the first day of each month:

 *Other (specify and have tenant initial)*

 (1) Yard Charges (if applicable) $ 40.00 (actual)

 (2) Clean Up Charges (if applicable) $ 40.00 (actual)

 (3) Pet Charges (if applicable) $ 25.00 (actual)

 (4) RV Storage Charges (if applicable) $ 162.50 (actual)

 (5) Destruction to Community Property (if applicable $ (actual)

 (6) Other: $ (actual)

 F. Additional rents: Automatic pass through if provider raises rates (billed separately).

4. **Services and Utilities**

The following are the utilities and services that are available to the Tenant and are to be billed as follows:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Gas | Electricity | Water | Sewer | Trash | Cable TV |
| Included in rent |  |  |  X |  X |  X |  |
| Sub-Metered |  |  |  |  |  |  |
| Pro-Rated |  |  |  |  |  |  |
| Billed bySupplier |  X |  X |  |  |  |  X |

 Landlord may modify the manner of delivery and billing for such services and utilities. Utilities that are to be paid to the Community shall be treated as additional rent.

**5. Use and Occupancy**

The manufactured home and the premises shall be used only for private residential purposes and not business or commercial activity of any sort shall be conducted thereon. Occupancy of the premises shall be limited to two (2) individuals per bedroom plus one (1) or as many be regulated by Nevada or Federal Law.

 The names of the persons who are to occupy the manufactured home are as follows:

 (1) Age

(2) Age

(3) Age

(4) Age

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A Tenant who is living alone may allow one other person to live at the space. Guests visiting tenants

must register with the Community office within forty-eight (48) hours after arrival, Sundays and Holidays excluded. A guest may not stay with a Tenant more than sixty (60) days in a calendar year unless they register and are accepted by the Community as an additional Tenant.

*-****or- If a senior community, this and other paragraphs need to be amended – consult your lawyer*.**

**6. Restriction on Pets**

No exotic house pets, including but not limited to: snakes, reptiles, pigs, ferrets, and the like.

The community will allow

Any pet(s) that interfere with other residents peach & quiet enjoyment must be removed or tenancy will be terminated.

*If you wish to restrict attack-type breeds, and/or require insurance for such pets – consult you lawyer. Any attack-breed dog which is excluded from coverage by the Landlord’s liability, insurer must be immediately removed from the Community or Tenant must provide appropriate insurance coverage naming the Landlord as additional insured.*

**7. Tenant Landscaping and Maintenance**

 A. Tenant shall maintain the space in a clean, attractive and well-kept manner. Tenant shall not store, collect, or keep upon space any material except standard patio furniture and/or barbecue. Also no inoperable, unlicensed or “junk” vehicles shall be stored or parked on the space.

B. If Tenant fails to perform any of its obligations under this paragraph, Landlord may, but will not be required to, perform such obligations and Tenant shall pay, as additional rent, a reasonable charge therefore, including but not limited to dumpster and trash receptacle fees.

**8. Tenant Accessories, Additions and/or Appurtenances**

Tenant must provide the following minimum Accessories:

A. Skirting

B. Porches, patios, decks front back

C. Car Port Awning

D. Patio Awning

E. Stairs, Steps front back

F. Fences

1. Sheds

Tenant has sixty (60) days from the time of moving into the home to install the minimum

accessories. The foregoing minimum accessories may be modified as necessitated by the configuration or dimensions of the space.

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**9. Assignment, Subletting and Renting**

 (A) Tenant shall not be permitted to assign, sublease or otherwise rent all or any portion of Tenant’s manufactured home or the space. Tenant shall not assign or encumber his interest in the Agreement of the Space. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Tenant consists of more than one (1) person, a purported assignment, voluntary, involuntary or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this paragraph.

**--OR—**

(B) Tenant shall not assign or sublet the premises, or any part thereof without the prior written consent of the Landlord. Landlord reserves the right to refuse consent to any assignment or sublease and to require instead the Tenant’s proposed assignee or sub-lessee enter into a separate rental agreement directly with Landlord prior to Landlord’s terminating this Rental Agreement. In the event the Landlord consents to sublease, the Tenant and the proposed sub-tenant shall be required to execute a Sub-Rental Agreement provided by the Landlord. This provision shall apply whether or not Tenant has sold the Manufactured home situated upon the premises and the proposed assignee or sub-lessee is the buyer of the Tenant’s Manufactured home

 (C) Tenant may not buy & sell a Mobile Home in a park in which he does not reside and/or intend to reside in.

# 10. Sale of Home

Tenant may sell his manufactured home at any time pursuant to the rights and obligations of Tenant and the Landlord under applicable law. Tenant must notify the Community in writing of the intention to sell his manufactured home. The prospective buyer must do the following before occupying the manufactured home:

• Complete an application for tenancy

• Be accepted by the Landlord

• Execute a Rental Agreement or other agreement for the occupancy of the Space

• Execute and deliver to the Landlord a copy of the community’s then effective Community Rules and Regulations and other residency documents

• Upgrade or repair the manufactured home if it does not meet community standards.

IF THE PURCHASER FAILS TO DO ANY OF THE FOREGOING STEPS OR FAILS TO EXECUTE THE COMMUNITY’S RENTAL AGREEMENT, HE SHALL HAVE NO RIGHTS OF TENANCY. ANY OTHER OCCUPANT OF THE MANUFACTURED HOME MUST FOLLOW THE SAME PROCEDURES TO QUALIFY FOR TENANCY.

**11. Removal Upon Sale**

The Community may, in order to upgrade the quality of the Community, require the removal of manufactured homes from the Space upon their sale to a third party, or termination of this Agreement in accordance with the Rules and Regulations of the Community and NRS 118B. Further, the Community may require the new purchaser to upgrade and repair the Manufactured home to meet Community standards.

**12.1 Rules and Regulations**

Tenant thereby acknowledges that prior to entering into this Agreement, Landlord delivered to Tenant a copy of the Rules and Regulations for the Community related to the use and occupancy of the Premises and the Community. The Tenant has read and understands and agrees to abide by said Rules and Regulations as they may be amended from time to time by Landlord, with notice to Tenant. A copy of the current Rules and Regulations is attached to this Rental Agreement and it is incorporated herein as though set forth in full. Tenant and all other occupants and guests shall comply with said Rules and Regulations and the terms of this Rental Agreement. Any breach of said Rules and Regulations shall be treated as a breach of the Rental Agreement and subject to termination proceedings as allowed by Nevada Law.

**12.2** Each tenant has the right to engage in the display of the flag of the United States as set forth and/or limited in NRS 118B. Consult the Rules regarding limitations.

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**12.3 Deposits** Use of the clubhouse for social purposes require a damage or liability deposit. The deposit amount shall depend on the nature and size of the event or gathering. After the event, if no damages or liabilities arise from the event or gathering, the deposit shall be refunded within 5 business days in accordance with the Community’s rules and regulations.

* 1. **Termination of Tenancy by Landlord**

The Landlord may terminate this Rental Agreement and demand the Tenant vacate the premises for any

continuing breach of the Rental Agreement or the Community Rules and Regulations. Any termination must be conducted in accordance with Nevada Law.

Grounds for termination include, but are not limited to:

(a) Non-payment of rent or repeated failure to pay rent in a timely manner.

(b) Any conduct that annoys or interferes with other resident’s peaceful enjoyment, or management’s ability to operate the Community, or violation of Law or Ordinance.

1. Failure to keep the Premises neat and orderly.
2. Negligent and/or purposeful destruction or waste of park property.

**13.2 Termination by Tenant**

 Tenant may terminate this Rental Agreement and the tenancy created hereunder by giving at least thirty (30) days advance written notice of such termination, specifying the exact date thereof, to Landlord. Failure to give such notice shall obligate Tenant for an additional month’s rent.

**14. Landlord’s Right of Entry**

 Tenant shall permit Landlord and its agents and employees to enter upon the above-described Premises at all reasonable times for the purpose of inspection, maintenance, repair, emergencies, or posting notices, without any liability by Landlord for loss of quiet enjoyment.

**15. Liens**

In the event Tenant fails to pay rent, Landlord will file an NRS 270 lien against Tenant’s mobile home. In the event Tenant causes a lien to be filed against the Landlord’s property for failure to pay utility or contractors such act shall constitute default and may be treated as a failure to pay rent.

**16. Legal Fees**

To the extent permitted by law, if Landlord retains the services of an attorney to successfully enforce any of the obligations of this Agreement or the Rules and Regulations, Tenant shall pay Landlord’s reasonable attorney fees and cost incurred in connection therewith.

**17. Waiver**

No waiver by Landlord of Landlord’s right to enforce any provisions hereof after any default on the part of Tenant shall be deemed a waiver of Landlord’s right to enforce each and all of the provisions hereof upon any further or other default on the part of Tenant. The acceptance of rent hereunder shall not be, or be constructed to be, a waiver of any breach of any term, covenant or condition of the party’s Rental Agreement or the Community’s Rules and Regulations, or shall it reinstate continue or extend the term of Tenant’s Rental Agreement or affect any notice, demand, or suit hereunder.

**18. Modification of Residency Documents**

Landlord may, pursuant to the rights granted to it by this Agreement or the Nevada Revised Statutes or any other law now in effect, modify, amend or otherwise change any term, provision, rule or regulation contained in this Agreement, the Rules and Regulations or in any document referred to herein. In the event Landlord does amend this Agreement, the Rules and Regulations or in any document referred to herein said amendment will be instituted in accordance with the notice provisions of the Nevada Revised Statutes and must be signed and accepted by the resident.

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**19. Entire Agreement**

This Rental Agreement and the documents referred to herein constitute the entire Agreement between Tenant and Landlord pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. A subsequent modification or amendment of this Rental Agreement shall not be binding unless it is executed in writing by the Landlord and the Tenant.

**20. Saving Clause**

Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all other provisions shall not be affected.

**21. Rules and Regulations, and Statutes**

Tenant acknowledges receipt herewith of a copy of the Rules and Regulations, a copy of 118B, and the Community Owner’s name and address and that of his authorized agent.

**22. Landlord’s Responsibility to Abate Nuisance**

Pursuant to NRS 202.470, any person who commits or maintains a public nuisance, or who willfully fails or refused to perform any legal duty relating to the removal of a public nuisance, or knowingly allows any building or boat to be used to commit or maintain a public nuisance is guilty of a misdemeanor.

NRS 244.360 established the procedure pursuant to which a tenant may report a nuisance. A copy of NRS 244.360 is attached to this Lease Agreement as Exhibit 1. A violation of a building, safety or health code or regulation should be reported to the appropriate County or State Agency.

**23. Landlords Maintenance Responsibilities**

Pursuant to NRS 118B.090 Landlords shall:

1. Maintain all common areas of the park in a clean and safe condition.
2. Maintain in good working order all electrical, plumbing and sanitary facilities, appliances and

recreational facilities which he furnishes;

1. Maintain in a safe and secure location individual mail boxes for the tenants if the mail is delivered

to the landlord for distribution to the tenants;

1. Maintain all driveways within the park and sidewalks adjacent to the street; and
2. Remove snow from the sidewalks and streets within the park, and from sidewalks adjacent to the

 street.

DATED

 Chukar Hills Mobile Home Park LLC

(Manufactured Home Community)

Rosa G. Gomez John C. Fuller

Authorized Agent Owner

Address 208 Kettle River Lane Address 354 W 2nd Street

Battle Mountain, NV 89820 Battle Mountain, NV 89820

Telephone No 775-455-1039 Telephone No 775-455-1039

Tenant

Tenant

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