

# FIVE SKIES MOBILE HOME PARK LOT - LEASE AGREEMENT

This Mobile Home Lot Lease Agreement ("Lease") is entered by and between Five Skies LLC ("Park Owner") and [REDACTED] ("Tenant") on \_\_\_\_\_, 2016. Park Owner and Tenant may collectively be referred to as the "Parties."

The Parties agree as follows:

**Copy signed by Five Skies LLC NEVER RECEIVED**

**PREMISES:** Park Owner hereby leases to Tenant the, LOT and Trailer known as unit number 6, (the "Lot") at the Five Skies Mobile Home Park (the "Mobile Home Park"), located at 9551 State Highway 13 South, Wisconsin Rapids, in the state of Wisconsin, for the following mobile home (the "Mobile Home") owned by, the Park Owner.

## LEASE TERM:

**WI 704.44 - a residential rental agreement is void and unenforceable if it does any of the following: (8) Waives any statutory or other legal obligation on the part of the landlord to deliver the premises in a fit or habitable condition or to maintain the premises during the tenant's tenancy. THIS CLAUSE IS VOID**

The lease term lease will start on May 1, 2016 and will continue for a period of one (1) year to expire on April 29, 2017. The Lease shall then continue as a Month-to-Month Lease until such time as either the Tenant or Park Owner provides notice to the other party of their intent to terminate the lease. Such notice must be given at least 28 days before the termination of the lease or the intended vacancy date.

**LEASE PAYMENTS:** Tenant agrees to pay to Park Owner as rent for the Premises at the reduced amount of **\$400.00** ("Rent") each month in advance, on 1<sup>st</sup> day of the month **until the water lines are replaced in the unit which is anticipated to be completed in May 2016. The month following the replacement of the water lines, the monthly rent shall increase to \$450.00 each month.** All other provisions remain unchanged at that time. The Payments shall be made by cashier's check or money order, payable to Five Skies LLC to be placed in the mail drop box next to the front door of the main complex building (#15) located at the Mobile Park, or mailed to Park Owner at: Five Skies LLC, 9551 State Highway 13 South, BOX 15, Wisconsin Rapids, WI 54494. Rent payments can also be made by Debit or Credit Card with a \$15.00 convenience fee. If you will not be able to mail the rent payment, you must contact Delbert Kedrowski, the Property Manager by telephone at 715-570-8306 to make other arrangements. If the Tenant desires occupancy prior to the beginning of the lease term and the unit is available, a prorated rent for the early occupancy period must be paid. The prorated rent for Unit 6 shall be \$15.00/day.

**OCCUPANCY:** Tenant will be eligible to take occupancy of the home (Unit 6) upon completion of an acceptable background check and payment of the first month's rent and full security deposit. Unacceptable findings may include previous evictions.

**LATE CHARGES:** If any amounts due under this Lease are more than 5 days late, Tenant agrees to pay a late fee of \$5.00 per day, retroactive to the due date.

**INSUFFICIENT FUNDS:** Tenant agrees to pay the charge of \$35.00 plus any bank charges for any payment provided by Tenant to Park Owner that does not clear, has been stopped or cancelled for any reason.

**SECURITY DEPOSIT:** Tenant shall deposit with Park Owner, to be held in a non-interest bearing account, a security deposit of \$600.00 as security for the performance by Tenant of the terms under this Lease and for any damages that may be caused by Tenant, Tenant's family, agents and/or visitors to the Premises during the Lease Term (the "Deposit"). A separate deposit of \$100.00 per pet, if any, shall be required. Park Owner may use part or all of the Deposit to repair any damage to the Premises caused by

Tenant, Tenant's family, agents and visitors to the Premises. However, Park Owner is not limited to the Deposit to recoup damages, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease or the Mobile Home Park rules incorporated herein as Addendum A, Tenant shall forfeit the Deposit in the amount permissible by law. (*see Wisconsin's Limitations on security deposit withholding (ATCP 134.06(3))*)

**DEFAULTS:** If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven days from the date of notice of default by Park Owner to cure the default. In the event that Tenant does not cure a default of which he has been notified, Park Owner may at Park Owner's option: (a) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (b) declare Tenant in default of the Lease. In the event of default, Park Owner may also, as permitted by law, reenter the Premises and retake possession of the Premises. Park Owner may, at his sole option, hold Tenant liable for any difference between the rent payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant Park Owner is unable to re-let the Premises during any remaining term of this Lease, Park Owner may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease if the Lease had continued in force. The failure of Tenant or his guests or invitees to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**QUIET ENJOYMENT:** Tenant shall be entitled to quiet enjoyment of the Premises, and Park Owner will not interfere with that right, as long as Tenant pays the Rent in a timely manner and performs all other obligations under this Lease.

**POSSESSION AND SURRENDER OF PREMISES:** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises to Park Owner or Park Owner's agent in as good of condition as it was at the commencement of the Lease, reasonable wear and tear excepted.

**USE OF PREMISES:** Tenant shall use the Premises (and the Mobile Home regardless of ownership) as a residence only. Neither the Premises nor the Mobile Home shall be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Park Owner. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

**OCCUPANTS:** Tenant agrees that no one (including any children) shall reside on the Premises other than Tenant, unless such person(s) is listed as Additional Occupants in Schedule A of this Lease. Any persons not listed as an Additional Occupant may not reside on the Premises without prior written approval by Park Owner, which approval shall not be unreasonably withheld. Notwithstanding the above, Tenant shall be permitted to have guests temporarily reside on the Premises without prior approval by Park Owner, so long as the length of any guest's temporary residence does not exceed 90 days.

**NONDISCRIMINATION:** Park Owner shall not discriminate against any Tenant or prospective Tenant on the basis of race, sex, age, national origin, disability, color, marital status, sexual orientation, religion, or past or present receipt of public assistance.

**CONDITION OF PREMISES:**

(a) Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If in Tenant's

opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Park Owner. The Tenant is responsible for all maintenance and up keeping of the Mobile Home whenever said Mobile Home is Tenant Owned and not owned by the Park Owner.

(b) Tenant shall maintain the Premises clean, in good repair, and free of debris. Tenant is responsible for maintaining grass, shrubbery and foliage in safe, neat and orderly condition. Tenant shall also be responsible for clearing any hazardous snow or ice from walkways immediately adjacent to the Premises.

(c) Tenant shall not dig in the ground on the Premises (except for **gardening purposes**, or where such digging does not exceed six inches deep), without prior written approval from Park Owner. Any digging by Tenant that results in damage to an underground utility shall be the sole responsibility of Tenant, and shall be repaired at Tenant's expense.

(d) Tenant may not make use of any part of any other lot, whether that lot is vacant or otherwise. The use of additional lot space requires an additional lease in place. In an instance where a Tenant makes use of another lot space and there is not an existing lease agreement in place for such use; the Tenant will be notified of the violation and provided an opportunity to remedy the violation within three days. Remedy will be the discontinuation of the lot use and restoration to its original condition or the entering into of an additional lease with Five Skies LLC. Failure to remedy within the three days shall be considered Trespassing and handled appropriately.

#### **CONDUCT OF TENANT:**

(a) Tenant shall conduct himself/herself in a manner that is respectful and courteous to all other residents and guests of the Mobile Home Park. Tenant shall not use his/her property, or conduct himself/herself in any way that violates the privacy of other residents of the Mobile Home Park.

(b) Tenant shall not engage in any activity that violates the applicable laws, regulations, ordinances or rules of the state, county, city or municipality, nor shall Tenant permit any other person on the Premises to engage in such activity. Tenant shall not allow the Premises or the Mobile Home to be used for any purpose that violates an applicable law, regulation, ordinance or rule.

(c) Garbage or other refuse may not be stored on the Premises outside the Mobile Home except where such garbage or refuse is contained in a sturdy, watertight, lidded container and is placed outside to allow for the Township's Garbage Pick Up. All garbage or refuse must be disposed of in a reasonable amount of time. Tires, batteries, electronic devices, and other refuse requiring special disposal or fees shall be the responsibility of the Tenant.

#### **DUTIES OF PARK OWNER:**

(a) Park Owner shall provide Tenant with reasonable access to safe and adequate supply of electrical power.

(b) Park Owner shall provide Tenant with a supply of potable drinking water sufficient to meet the reasonable domestic needs of Tenant and any authorized Additional Tenants or guests.

(c) Park Owner shall ensure shared garbage and refuse removal areas, if any, have adequate access and are kept free from infestation.

(d) Park Owner shall be responsible for maintaining all common areas and utilities intended for common use (including all roads and access roads) in safe, clean, neat and good working condition.

(e) Park Owner shall provide Tenant with access to a wastewater and sewage system sufficient to meet the reasonable domestic needs of Tenant. Park Owner shall be responsible for the upkeep and maintenance of this system to ensure that it is at all times in good working condition, and shall quickly take all reasonable action necessary to rectify any backup, leak or other problem with the system that affects the ability of one or more tenants to use said system, or that materially affects the habitability of the Premises. The Park Owner shall not be responsible for any part of the water or septic system which are part of a mobile home that is not owned by the Park Owner.

**ASSIGNMENT AND SUBLEASE:** Tenant shall not assign or sublease any interest in this Lease without prior written consent of the Park Owner, which consent shall not be unreasonably withheld. Any assignment or sublease without Park Owner's written prior consent shall give Park Owner the right to terminate this Lease immediately.

**ALTERATIONS AND IMPROVEMENTS:** Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of Park Owner. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Park Owner and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

**RIGHT OF INSPECTION:** Tenant agrees to that Park Owner or Park Owner's agents may enter the Premises to inspect, to make repairs or improvements, to supply agreed services, or to address an emergency. Except in an emergency situation, Park Owner shall give Tenant reasonable notice of intent to enter. For these purposes, 24 hours notice shall be deemed reasonable.

**ABANDONMENT:** If Tenant abandons the Premises or any personal property during the term of this Lease, Park Owner may at his option enter the Premises by any legal means without liability to Tenant and may at Park Owner's option terminate the Lease. For the purposes of this Lease, property shall be deemed to be abandoned where a) the Tenant is absent from the Premises for at least 30 consecutive days without notice to Park Owner; b) there is no reasonable evidence (other than the presence of Tenant's personal property) to suggest that Tenant intends to return to the Premises; c) Rent is at least 30 days delinquent; and d) Park Owner has attempted to contact Tenant at Tenant's last known address, at Tenant's last known phone number, and at the address and/or telephone number of Tenant's employer, all without successfully reaching Tenant. If the Premises are deemed abandoned, Park Owner may at Park Owner's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. Park Owner will dispose of all abandoned personal property on the Premises in any manner allowed by law.

**EXTENDED ABSENCES:** In the event Tenant will be away from the Premises for more than 30 consecutive days, Tenant agrees to notify Park Owner in writing of such absence. During such absence, Park Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

**SEVERABILITY:** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**INSURANCE:** Park Owner and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises, including pet liability. Tenant understands that Park Owner will not provide any insurance coverage for Tenant's property. Park

Owner will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Park Owner encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

**BINDING EFFECT:** The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

**GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**ENTIRE AGREEMENT:** This Lease and Addendum A, constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Park Owner and Tenant.

**NOTICE:** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Park Owner, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

**CUMULATIVE RIGHTS:** Park Owner's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

**WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of Rent by Park Owner does not waive Park Owner's right to enforce any provisions of this Lease.

**INDEMNIFICATION:** To the extent permitted by law, Tenant will indemnify and hold Park Owner and Park Owner's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Park Owner's act or negligence

**LEGAL FEES:** In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

#### **ADDITIONAL TERMS & CONDITIONS**

Addendum A, Five Skies Mobile Home Park Rules shall be considered to be incorporated into this agreement and the conditions therein shall be in full force for the duration of this agreement.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Tenant Signature \_\_\_\_\_

Pr \_\_\_\_\_

Date: 4/16/2016

Five Skies LLC Signature \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**  
Occupants

Occupant's Name	Relationship to Tenant
[REDACTED]	SELF
CHUTNEG	CAT
JAMBALAYA	CAT

Each unit rental includes up to two resident vehicles parked in the designated space provided near the home. Additional resident vehicles shall require an additional parking fee of \$25.00 per month to be paid with each month's rent. Visitors should park in the designated parking areas located on the North side of the park or at the front of park on the West end.

Resident Vehicle Information:

Make	Model	License Plate Number
TOYOTA	CORONA	[REDACTED]

Tenant Signa

[REDACTED SIGNATURE]

Prin

[REDACTED SIGNATURE]

Date:

04/10/2016

Addendum A  
Five Skies Mobile Home Park Rules

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Five Skies LLC retains the right to make reasonable rules that must be adhered with in order to help maintain a safe environment for tenants and allow for the proper care, cleanliness and maintenance of the park, its buildings and associated properties owned by Five Skies LLC. The following rules are hereby provided to each tenant and are incorporated into the lease agreement governing the lot.

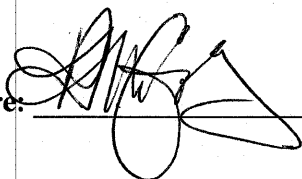
1. Rents shall be due on the 1st day of each month, in advance.
2. Rents shall be submitted in the manner specified in the lease agreement. Cash payments will only be accepted in person, DO NOT drop cash into the on-site office drop-slot.
3. Tenants may request to pay their rents using debit or credit cards by submitting such a request to the Property Manager. The contact information is contained in the lease agreement.
4. Nothing shall be stored underneath the mobile homes.
5. Homes owned by the occupant must be skirted within 30 days of placement and skirting shall be maintained in good unbroken condition for the duration of your occupancy. Five Skies LLC retains the right to skirt any home not skirted within 30 days at the mobile home owner's expense to include material costs and labor.
6. Pets are only allowed at Five Skies Mobile Home Community if the Tenant provides Park Owner proof of liability insurance on the animal and must make a non-refundable pet deposit of \$150.00 for each dog, \$100.00 for each cat; except that tenants/resident owners may keep a small aquarium, not to exceed 10 gallons, in their home. Any damage or cleaning expenses are also the responsibility of the pet owner. Owner reserves the right to limit type and breed of pet allowed.
7. Sites must remain clean and kept free of debris, litter or other refuse. Furniture, tires, appliances or other bulky items shall not be stored within the park. Five Skies LLC shall notify tenants if they are in violation of this rule and they shall have 5 days to bring their lot into compliance. After such time, if the lot has not been cleaned, Five Skies LLC shall make arrangements to have the lot cleaned. The fee for cleaning shall be \$150.00 plus any disposal cost.
8. Tenant/owners are responsible for lawn maintenance around their home. Five Skies LLC is responsible for lawn care of the common areas only.
9. Five Skies LLC will provide for snow removal of the parking lot and park driveway whenever snowfall occurs in the amount of 1 and ½ inches or more.
10. Fireplaces are prohibited.
11. Tenants/owners are responsible for providing their own garbage containers. These must be kept out of view except on garbage pick-up day, where they shall be placed next to the drive for pick-up. Garbage must be placed "curb-side" for pick-up. The Township currently picks up garbage on Wednesday Mornings.

12. Each tenant/owner shall be allowed up to two (2) vehicles per home site as identified in the lease agreement. Any changes to the vehicle list must be updated with Five Skies LLC.
13. Inoperable vehicles must be removed from the park within 10 days. Inoperable vehicles left longer than 10 days without written authorization from Five Skies LLC will be towed at the owner's expense.
14. Tenants/owners may not operate any commercial or home-based business from their home site without expressed, written consent for the specific business from the Owner.
15. Criminal activity shall not be allowed and shall be reported and prosecuted to the fullest extent possible. Any tenant that observes vandalism to or destruction or damage to park property may be eligible for a monetary reward if they report their observations to Five Skies LLC.
16. In-sink Garbage Disposals are not allowed in any home.
17. For sale signs by resident owners may not be displayed except in a window of your privately owned home. Five Skies LLC must be notified of your intention to sell or otherwise leave your home on the lot upon departure. This provisions only applies to tenants that lease the LOT only.
18. Owners must remove their trailer within 2 days of the expiration of the lease.
19. Charges for the Well and Septic expenses are included in the Lot or Unit rent.
20. Tenant/owners are expected to have fixed or report immediately any problems with their home such as electrical, plumbing, leaks, or other problems with the home. Five Skies LLC is only responsible for the repairs to homes owned by Five Skies LLC. Tenants that own their own homes but lease the lot are required to report issues to Five Skies as those issues may impact property owned by Five Skies LLC.
21. These rules may be amended by Five Skies LLC at any time and such changes shall be effective the date of delivery to the tenant/owner.
22. Utilities are to be placed in the Tenants name and are the tenant's responsibility.

Alliant Energy: 800-862-6222 WE Energies: 800-242-9137

The on-site mailbox is maintained by the United States Postal Service. A PO BOX key can be obtained by visiting the US Post Office located on East Grand Avenue in Wisconsin Rapids and notifying them of your new residency and requesting a key for your Lot/Unit number. Your mailing address will be 9551 State Hwy 13 South, # 6; Wisconsin Rapids, WI 54494

Tenant Signature: \_\_\_\_\_



Print: \_\_\_\_\_



Date: \_\_\_\_\_

04/16/2016