

NOTICE TO SPANISH SPEAKERS (AVISO A LOS HABLANTES DE ESPAÑOL):

SI USTED ES HISPANOHABLANTE Y REQUIERE LA TRADUCCIÓN DE ESTE DOCUMENTO AL ESPAÑOL, USTED SERÁ RESPONSABLE DE OBTENER UNA TRADUCCIÓN ANTES DE FIRMAR ESTE CONTRATO DE ARRENDAMIENTO. EL DUEÑO NO ASUMA NINGUNA RESPONSABILIDAD POR TRADUCCIÓN. AL FIRMAR ESTE CONTRATO DE ARRENDAMIENTO, USTED RECONOCE QUE ENTIENDE SU CONTENIDO.

**SKI TOWN VILLAGE MHP
LOT LEASE AGREEMENT**

This Lease Agreement ("**Agreement**") is made and executed by and between Ski Town Village LLC, a Colorado limited liability company ("**Lessor**") and _____ ("**Lessee**" or "**Resident**") as of _____.

1. **PREMISES:** In consideration of the agreements and covenants mentioned hereinafter, Lessor hereby leases to Lessee the home site described as 2388 State Hwy 135, Lot _____, Gunnison CO 81230 ("Premises"), in the Ski Town Village Mobile Home Park, in the County of Gunnison. The Premises shall be used solely for the purpose as a **private dwelling**. The manufactured home occupying the Premises is described as follows: Make: _____ Model: _____ Year: _____ VIN#: _____ (the "Home"). By executing this Agreement, you represent that you are the sole owner(s) of the Home and that your name appears on the Certificate of Title. A copy of the Certificate of Title must be presented upon demand.

☒ **Lot Only - Lease Agreement** under and pursuant to the following terms and conditions:

2. **TERM:** The term of this Agreement shall commence on _____, and shall remain in effect through and including _____ ("Term") and shall thereafter continue on a month-to-month basis until terminated in accordance with the provisions hereof or consistent with Colorado law.

3. **LOT RENT:** Lessee shall pay to Lessor, in advance and without setoff or demand, monthly lot rent of **\$875.00** per calendar month for rental of the Premises, payable to **Ski Town Village LLC**, due on or before the first (1st) day of each month. The prorated rental from the date of move-in to the first day of the month following is \$_____. The prorated sewer and trash from the date of move-in to the first day of the month following is \$_____. Rent shall be paid either by valid check or money order (for your protection and the protection of your neighbors, cash payments are not accepted) and shall be delivered to **PO BOX 21033, CHEYENNE WY 82003**. If rent is not received by Lessor on or before 5:00pm on the **10th** the day of the month, a late fee of **\$50.00** will be assessed. In addition, in the event of a late payment, future payments must then be made only by certified check, cashier's check, or money order. If any fees and/or late charges have been charged to the Lessee's account, any payments made to the account, rent or otherwise, shall be applied first towards any such accrued fees, pass through utilities and trash 2nd, and Mobile Home Loan payment 3rd, prior to its being applied towards any rent payments. The remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. At any time during the term of this Agreement, but in no event more than once in a twelve-month period, Lessor may increase the amount of rent due by providing at least sixty (60) days prior notice to Lessee prior to the effective date of any such increase. If any check is returned due to insufficient funds or is uncollectable for any other reason, a bad check charge of **\$60.00** will be assessed and future payments must then be made

only by certified check, cashier's check, or money order. All charges for damages, site condition charges, utility charges, trash service charges, water and sewer charges, government fines, code compliance fines, attorney fees, court costs, insufficient funds charges and any other charges permitted by this Agreement, the Rules or Colorado law shall be deemed additional Rent due and payable with all monthly Rent.

Rent: \$875.00
Pet Rent: \$_____
Water: \$not applicable
Sewer: \$75.00
Trash: \$28.39
Late Fee: \$50.00
NSF Charge: \$60.00
Other: \$_____

4. LOT RENT DEPOSIT: As a further consideration for the execution of this Agreement by Lessor, and in addition to the rent agreed to be paid herein, Lessee agrees to pay Lessor the sum of \$_____ as a security deposit upon execution of this Agreement ("**Security Deposit**"). Lessor shall refund all or portion of the security deposit to the Lessee within thirty (30) days of expiration or termination, if during the term of this Agreement, Lessee has promptly paid rent as provided herein, has complied with each and all terms and conditions set forth herein and has vacated the Premises, leaving it in a good and clean condition, reasonable wear and tear alone excepted. Lessor shall have full authority and discretion in the amount, if any, to be refunded to Lessee. Lessee shall provide Lessor with a forwarding address upon expiration or termination of this Agreement within fifteen (15) days after the expiration or termination of this Agreement.

5. USE OF PREMISES AND APPLICATION APPROVAL: A Rental Application ("**Application**") must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Only those persons listed below shall be permitted to occupy the Premises. No other person may occupy the Premises without our prior written approval. The Premises shall not be used for any illegal purposes, nor in violation of any statute, law, ordinance, or regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass. Lessor has no obligation to accept, review or approve any application(s) for new or additional residents or occupants at the Premises who were not approved on the date this Agreement is executed.

Name: _____
Name: _____
Name: _____
Name: _____

DOB: _____
DOB: _____
DOB: _____
DOB: _____

6. GUESTS: Lessee may have guests at the Premises provided: (a) the total number of authorized occupants under this Agreement is not exceeded; (b) the individual is not residing at the Premises in excess of 30 days in any calendar year; (c) any individual visiting the Premises in excess of 14 days in any month is registered as a guest with the Lessor; and (d) the guest is not a fugitive, felon, parolee or former resident of the Community who was been evicted from the Community.

7. OCCUPANCY: Manufactured homes in this park are solely for single family dwellings unless otherwise noted in Section 1. Premises, above. A bedroom is defined as a room originally designed for sleeping by the manufacturer. With a maximum of two persons per bedroom plus one or per local laws, whichever is more applicable and or enforceable. Such manufactured home will be used and occupied by Lessee solely as a private residence, and for no other purpose. It shall be a default under this Agreement for any occupants to reside on the Premises or the Home unless they have been approved by Lessor in writing.

8. COMMUNITY GUIDELINES: All Community facilities are provided by Lessor for the use and enjoyment of Lessee and, in certain cases, Lessee's family, guests, or invitees. Lessee agrees to abide, and to ensure that Lessee's family, guests, or invitees abide by all Community Guidelines which includes the Community Rules and Regulations and Home and Site Standards ("Rules") and any amendments thereto. Lessee acknowledges receipt of a copy of such Rules as of the date hereof. Lessee agrees to keep and maintain the Home in compliance with the Rules, in addition to all other laws and regulations. The Rules and any amendments thereto are incorporated herein by reference and made a part hereof for all purposes. Lessee agrees that Lessor shall have the right to modify, amend, change, or replace such Rules in Lessor's sole discretion and at such times as Lessor may desire upon written notice of at least sixty (60) days prior to any modification, change, amendment, or replacement. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement and may be grounds for eviction consistent with Colorado law. Lessee agrees in the event of a violation of the Rules, Lessee shall only be permitted one opportunity to cure the violation in the time period provided by Colorado law and that any subsequent violation of the same or similar Rules may result in immediate eviction and no further notice or opportunity to cure will be required by Lessor. In the event of a violation of the Rules, Lessor may charge Lessee the following amounts which will become payable as rent under this Agreement:

1st Rule Violation: \$150

Additional Rule Violations: \$250 each subsequent violation of same or similar rule

9. ACCESSORIES, EQUIPMENT, AND STRUCTURES: Approval of Lessor must be obtained before construction, installation, or modification of the Premises, the Home or any manufactured home accessory, equipment, or other structure. In addition to Lessor's written approval, Lessee must obtain approval from all necessary government bodies and agencies prior to performing any such construction, installation or modification work to the Premises or the Home.

10. VEHICLE CONTROL: For the safety of the occupants and guests, in the Community, Lessor has designated and posted certain speed limits; Lessee agrees to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares and neither Lessee nor its guests shall park on the streets. Lessee may park passenger cars only on the Premises' driveway or other areas designated by Lessor. Neither Lessee nor its guests or invitees shall park any vehicle on another resident's space or vacant space without the express permission of the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Lessor. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable or unsightly vehicles will be allowed in the Community.

All Vehicles in the Community must be properly licensed and registered with current tags. The operation of motorcycles, motor scooters, mini bikes and other two or three wheeled motorized vehicles must be first approved in writing by Lessor. Community roads are for passenger vehicles only. Heavy equipment and trucks are not allowed on community roads.

11. INSPECTION BY LESSEE: Lessee warrants and covenants that a full and complete inspection of the Premises and of the Community and all of its facilities has been made and that all of such were found to be in good, safe and habitable condition.

12. ASSIGNMENT AND SUBLEASES: Lessee shall not, without the prior written consent of Lessor, sell, assign, sublet or otherwise transfer any interest in this Agreement, or the lease made hereunder, or the Premises leased hereby or any interest therein. If Lessee attempts to assign the Agreement or allows the Premises to be occupied by anyone other than Lessee, Lessor may collect rent and other charges due under this Agreement from the assignee or occupant, and apply the net amount collected to the amount herein due, and no such collection shall be deemed a waiver of the condition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of this Community or of the premises, and in such case, Lessee shall remain liable to Lessor for all provisions of this Agreement. All residents and occupants must complete an application approval process and have written approval prior to move in. In the event Lessee desires to sell its Home, Lessee acknowledges that any such purchaser must be approved in advance by Lessor and must pass all of Lessor's tenancy requirements, unless the purchaser intends to remove the Home from the Premises. Notwithstanding any approved sale of the Home, or assignment of this Agreement if approved by Lessor, Lessee shall remain liable for all amounts accruing under this Agreement for the remaining Term.

13. TRANSFER OF LESSOR'S INTEREST: In the event that Lessor sells, assigns or otherwise transfers its interest in the Community, this Agreement shall be binding on the purchaser, assignee or transferee. Lessor shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee, or transferee.

14. CONTRACTUAL LIEN: To the extent permitted by law, Lessor shall have a legal possessory lien on the Home and Lessee's personal property for any unpaid Rent, including without limitation, costs to perform Resident's Work, Landscape Work (as defined in the Rules) and costs to cure any of Lessee's non-compliance with its obligations under this Agreement and the Rules.

15. MAINTENANCE OF MOBILE HOME, MOBILE HOME PARK SPACE AND LANDSCAPING. Lessee agrees to comply with all rules, regulations and standards set forth in the Rules, including without limitation, those applicable to maintenance, repairs and upkeep of the Home, the Lot and the areas around the Home and Lot. Lessee agrees that in the event of non-compliance, Lessor may charge the Lessee for all costs to cure the non-compliance and any other fees, costs and expenses as outlined in this Agreement and the Rules and any such charges shall be deemed additional Rent.

16. INDEMNIFICATION: Lessee hereby agrees to indemnify, defend and hold Lessor and its principals, representatives, members, managers, contractors and agents (the "Indemnified Parties") harmless for any loss, expense, claim, cause of action, liability, damage or cost (including reasonable attorney's fees and costs) incurred by the Indemnified Parties as a result of Lessee or its guests, invitees or agents use of the Premises, the Home, the Community or its facilities or Lessee's actions or failure to act including the actions of their agents, occupants and guests. Lessee is to keep the Home and Premises in good and safe condition and notify Lessor immediately of any unsafe or unsanitary conditions in the Community or upon Community property. Lessor shall not be liable to Lessee for any damages arising out of any actions or inactions of any other Community resident, occupant, guest, or other person residing in the Community. Lessee further agrees to indemnify, defend and hold Lessor harmless from any cost, loss or damage (including reasonable attorney's fees and costs) caused at the Premises in the course of Lessor performing any repairs, work or any other of Lessee's obligations under this Agreement or the Rules, regardless of negligence.

17. NOT A SECURITY COMMUNITY. Lessee acknowledges the Community is not a "security" Community. Lessor has not made any representations or warranties to Lessee that the Community is secure from theft or other criminal acts. Lessor has no duty to keep the Community free from persons with a criminal history of any sort, including without limitation, sex offenders. Lessor has not assumed any duty to provide security services and is not assuming such duty by providing such services from time to time to the Community. Lessee acknowledges that Lessor has no duty to provide security services for your protection, for the protection of your property or for the protection of occupants or guests. Lessee assumes all responsibility for their safety and to protect the Home and personal property and releases Lessor from any such liability.

18. WAIVERS: No failure by Lessor to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of Lessor's rights, including without limitation, its right to enforce the prior default or any further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights of remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be considered as a waiver or any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by Lessee of any amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due, nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due under this Agreement.

19. EMINENT DOMAIN: In the event that any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Premises of such a portion of the Community that it is no longer reasonably suitable for use as a manufactured home community for any public purpose by right of eminent domain (or any private purchase of lieu of the exercise of the right of eminent domain), this Agreement shall terminate on the date that possession of such property is taken. No part of any award or purchase price

made or paid for such a partial or complete taking shall be apportioned. Lessee hereby renounces, and assigns to Lessor, any claim, right, title, or interest which lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Agreement.

20. UTILITIES: Lessor shall NOT provide the services and/or the installation/hook up of:

- a. Phone
- b. Cable/Satellite T.V.
- c. Internet
- d. Any and All Utility connections from the mobile home to the utility pedestal

21. DEFAULT: Lessee shall be in default under this Lease if Lessee fails to comply with any provision of this Lease or the Rules or the Mobile Home Park Act codified at Colorado Revised Statutes § 38-12-201, *et seq.* (the "Act"). In the event of default, Lessor may exercise any of its rights and remedies consistent with Colorado law and this Agreement. If Lessee is in default of any other agreement with the Lessor, such default shall be deemed to be a default under this Agreement. Lessor will not be in default of any obligations until Lessee has given written notice of the default detailing the alleged default. Lessor must mail such notice via certified mail to the address listed in paragraph 3 of this Agreement. Lessor shall have at least 90 days, or such longer period of time as is reasonably necessary after receipt of Lessee's notice, to address the alleged default.

22. AMENDMENTS: The Agreement, along with the Security Deposit Agreement, the Rental Application, the Rules, constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement. Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly be set forth in writing and executed by the parties or except as may otherwise be provided herein.

23. TERMINATION: Lessee's right to occupancy shall terminate or may be terminated as follows: (a) by Lessee after expiration of the initial Term, by Lessee providing at least thirty (30) days written notice of intent to vacate prior to move out; (b) by Lessor in the event of a default or breach of this Agreement after providing Lessee with any required notices under the Act; (c) by Lessor in the event of a default, breach or violation of the Rules after providing Lessee with any required notices under the Act; (d) as otherwise provided or permitted by the Act or Colorado law; (e) as otherwise provided by this Agreement; and (f) as otherwise agreed to by the parties in writing. When Lessee's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee's property, including the Home, pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement and grounds for eviction. If Lessor removes the Home and any personal property from the Premises for any reason including, but not limited to, Lessee's abandonment of the Home or Lessor's right to remove the home under the Act, Lessee will be responsible for any and all removal expenses incurred, including cost of breakdown, transport, storage and/or disposal of the Home.

24. ABANDONMENT. Lessee and/or the owner of the Home shall be deemed to have abandoned the Home and all other personal property if it remains on the Premises for more than thirty days after the first to occur of, (a) Lessee vacating the Premises; (b) the termination of this Agreement for any reason; or (c) the entry of an order for possession of the Premises in favor of Lessor by any court. Upon abandonment, Lessor has the right to obtain title to the Home through the appropriate process under Colorado law, without the posting of bond, and Lessor may thereafter sell or otherwise dispose of the Home without prior notice to Lessee and without any liability whatsoever.

25. ATTORNEY'S FEES: Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, the prevailing party shall recover all reasonable attorneys' fees and costs incurred therein. Attorney's fees and costs may also be charged even if litigation is not initiated if there is a breach of this Agreement, the Rules or the Act.

26. MISCELLANEOUS: This Agreement shall be governed by the laws of the State of Colorado. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean all occupants of the Home set forth in the Application, provided such occupants have been approved by Lessor in writing. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. To the extent any term of this Agreement contradicts or is violative of any provision of Colorado law, including without limitation, the Act codified at C.R.S. § 38-12-201, et seq., this Agreement shall automatically be modified to conform to comply with such law or regulation.

27. APPEALS OF MANAGER DECISION: Lessor informs Lessee that any decisions made by any person acting in a managerial capacity for Lessor may be appealed in writing to the following address: Ski Town Village LLC, PO BOX 21033, CHEYENNE WY 82003

28. PETS: See Rules and Regulations for pet policies.

Type of Pet: _____ Breed of Pet: _____ Pet Deposit Held: \$ _____

Type of Pet: _____ Breed of Pet: _____ Pet Deposit Held: \$ _____

29. EMERGENCY CONTACT INFO:

Name: _____

Address: _____

Phone Number(s): _____

Relationship: _____

EXECUTED on the date hereinabove written. READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING. BY SIGNING LESSEE ACKNOWLEDGES RECEIPT OF AND AGREES TO BE BOUND BY THE COMMUNITY RULES AND REGULATIONS AND ACKNOWLEDGES RECEIPT OF THE SAME.

LESSEE(S):

SIGN _____

SIGN _____

PRINT _____

PRINT _____

LESSOR:

Ski Town Village, LLC, a Colorado limited liability company

By _____, _____
Name: _____ Title