

VIKING PARK, INC.

1754 N.E. Mesford Road, #51B
Poulsbo, Washington 98370
(360) 779-5500

LEASE AGREEMENT

This Lease Agreement (hereafter "Lease") is made and entered into this ____ day of _____, 20__, by and between **VIKING PARK, INC.**, a Washington corporation (hereafter "Lessor"), and _____ (hereafter jointly, severally and collectively referred to herein as "Lessee"). For and in consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
PREMISES**

1.1 **PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, Lot No. _____ (hereafter "the Lot") in Viking Park, a residential manufactured home park located at 1754 N.E. Mesford Road, Poulsbo, Washington (hereafter "Viking Park"). The Lot is leased "as is" and Lessee, by taking possession of the Lot, accepts the Lot in its current condition.

1.2 **LOT BOUNDARIES.** The boundaries of the Lot are as per the Plat of Viking Park, which is recorded in Kitsap County, Washington. The current City of Poulsbo zoning for Viking Park is RMH.

**ARTICLE 2
LEASE TERM**

2.1 **TERM.** The term of this Lease shall be one year, commencing on the first day of _____, 20__, and ending on the last day of _____, 20__, inclusive (hereafter "the Lease Term"). Upon the initial anniversary date, this Agreement shall automatically renew for successive terms of one year as provided by law. The term of this Rental Agreement is subject to earlier termination as provided by this Agreement or by law.

**ARTICLE 3
MONTHLY RENTAL, UTILITIES, DEPOSITS AND SECURITY**

3.1 **MONTHLY RENTAL.** The monthly rental for the Lot during the Lease Term shall be \$_____, payable in advance on or before the first (1st) day of each month at 1754 NE Mesford Road, #51B, Poulsbo, Washington 98370, or such other address as provided by Lessor. Lessee shall pay a late fee of Twenty-Five dollars (\$25.00), and

an additional fee of Four dollars (\$4.00) per day thereafter during such month until the full monthly rent, fees and additional charges are received, and be immediately payable, for any monthly rental, fees and additional charges paid after the first (1st) day of the month due. Lessor, at its sole option, shall have the right to increase the monthly rental upon expiration of the Lease Term by providing Lessee written notice at least three (3) months prior to the effective date of the monthly rental increase.

3.2 UTILITIES, SEVICES AND FACILITIES. Lessee agrees to pay for all utilities serving the Lot including, but not limited to, electricity, garbage, water, sewer, cable and telephone. Utilities may require a connection charge and Lessee will be charged periodic usage charges. In the event that Lessee defaults in payment of any utilities, Lessor shall have the right, but not the obligation, to make payment of the delinquent amounts directly to the utility provider. In such event, Lessee shall immediately reimburse Lessor for all amounts paid to the utility provider, plus an amount equal to ten percent (10%) of the total amount paid as an administrative expense. Any amounts unpaid after thirty (30) days shall accrue simple interest at the rate of twelve percent (12%) per annum until paid-in-full.

3.3 ADDITIONAL CHARGES. In addition to the monthly rental, Tenant agrees to pay to Landlord the following charges: _____.

3.4 FIRST AND LAST MONTH'S RENT. Lessor acknowledges receipt from Lessee of the sum of \$ _____ paid by Lessee representing the first (1st) and last month's monthly rental under this Lease. Lessor and Lessee understand and agree that if the actual monthly rental for the last month's rent exceeds the amount of deposit for the last month's rent, then Lessee agrees to pay the difference to Lessor on or before the first (1st) day of the last month of the Lease Term.

3.5 SECURITY DEPOSIT. Lessor acknowledges receipt from Lessee of the sum of **ONE THOUSAND, TWO HUNDRED DOLLARS (\$1200.00)**, which represents a security deposit (hereafter "the Security Deposit"). Lessor shall deposit the Security Deposit in a trust fund at Kitsap Bank, Poulsbo Branch. The Security Deposit secures full performance by Lessee of the terms and conditions of this Lease. Lessor may retain or utilize the Security Deposit for any lawful purpose including, but not limited to, compensation to Lessor for any delinquent monthly rental; any unpaid utilities; any property damage to Viking Park or the Lot caused by Lessee, other occupants of the Lot, or Lessee's agents, representatives, guests or invitees, or any person acting under Lessee's control, specifically including: (1) any damage as a result of transportation, placement or removal of a manufactured home on the Lot; (2) any damage to the Lot after removal of a manufactured home that is not repaired within five (5) days of removal; (3) any charges for Lot maintenance or other items described and set forth in the Viking Park Rules and Regulations; and (4) any charges for storage and/or sale of personal property abandoned or left on the Lot after expiration or termination of the Lease. Lessee understands and agrees that immediately upon vacating the Lot, Lessee shall provide Lessor with a forwarding address so that any unused portion of the Security Deposit may be returned to Lessee.

ARTICLE 4
LESSEE'S OBLIGATIONS, RESTRICTIONS AND REGULATIONS

4.1 **MAINTENANCE AND REPAIR.** Lessee shall, at Lessee's sole cost and expense, perform or cause to be performed, all repairs and maintenance necessary to keep the Lot, and the exterior of the manufactured home thereon, clean and in good condition and repair, including, but not limited to: (1) roof repair and removal of moss; (2) exterior walls, siding, windows and doors; (3) downspouts and drainage systems; (4) sewers; (5) water lines; and (6) lot maintenance and upkeep in accordance with the Viking Park Rules and Regulations. Further maintenance and repair requirements and covenants are set forth in the Viking Park Rules and Regulations.

4.2 **ADDITIONAL OBLIGATIONS OF LESSEE.** In addition to those obligations set forth herein, and including those set forth in RCW 59.20.140, it shall be the obligation of the Lessee to do the following: (1) to pay the monthly rental, and other charges pursuant to this Lease, in a timely manner; (2) to pay all personal property taxes levied or assessed against the Lot or any improvements thereon, including the manufactured home; (3) to comply with all obligations imposed upon Lessee by applicable provisions of any governmental codes, statutes, ordinances and regulations; (4) to not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, or equipment, furniture, furnishings, fixtures, or appliances provided by Lessor, or permit any other occupants of the Lot, or Lessee's contractors, agents, representatives, guests or invitees, or any person acting under Lessee's control, to do so; (5) to not permit or create a nuisance or common waste within Viking Park; and (6) not to engage in criminal activities as defined in RCW 59.20.080.

4.3 **VIKING PARK RULES AND REGULATIONS.** Lessee agrees to, and shall ensure that Lessee, other occupants of the Lot, and Lessee's contractors, agents, representatives, guests and invitees agree to, abide by the Viking Park Rules and Regulations, a copy of which is attached hereto as Addendum B and incorporated herein by this reference, which has been reviewed and approved by Lessee. It is expressly understood and agreed that this Lease is subject to each and every requirement, covenant, condition and restriction of the Viking Park Rules and Regulations and that breach thereof shall be a default hereunder. Lessee understands and agrees that the Viking Park Rules and Regulations may be amended by Lessor from time-to-time upon reasonable notice.

ARTICLE 5
TERMINATION

5.1 **TERMINATION BY LESSOR.** In addition to any other rights or remedies available to Lessor under Washington law or this Lease, Lessor shall specifically have the right to terminate this Lease during the Lease Term for any one or more of the reasons set forth in RCW 59.20.080 or as otherwise provided by law.,

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5.2 **TERMINATION BY LESSEE.**

5.2.1 **Change of Employment.** Lessee may terminate this Lease upon thirty (30) days' written notice whenever a change in the location of Lessee's employment requires a change in his residence. Lessee shall not be liable for monthly rental following such termination unless, after due diligence and reasonable effort, Lessor is not able to rent the Lot at a fair monthly rental, in which event Lessee shall remain liable for the monthly rental specified herein until the Lot is rented or the original Lease Term expires.

5.2.2 **Military Service.** Any Lessee who is a member of the armed forces may terminate this Lease with less than thirty (30) days' notice if he or she receives reassignment orders which do not allow greater notice. The Lessee shall provide notice of the reassignment or deployment order to the Lessor no later than seven days after receipt.

5.2.3 **Nonrenewal.** A Lessee may terminate this Lease upon one month's written notice to the Lessor prior to the expiration of a rental agreement of an intention not to renew.

ARTICLE 6 HOLDING OVER

6.1 **HOLDING OVER.** If Lessee continues in possession of the Manufactured Home Lot after termination of this Rental Agreement without the express written consent of Lessor, Lessee agrees to pay to Lessor the monthly rental, computed and prorated on a daily basis for each day Lessee or Lessee's Manufactured Home occupies the Manufactured Home Lot and agrees to comply with all terms of this Rental Agreement.

ARTICLE 7 ASSIGNMENT

7.1 **ASSIGNMENT.** Lessee may assign this Lease for the remaining Lease Term to any person to whom Lessee sells or transfers title to his or her manufactured home, subject to the prior written consent of Lessor. Lessee selling a manufactured home within Viking Park shall notify Lessor in writing of the date of the intended sale or transfer of the Lease at least fifteen (15) days in advance of such intended transfer and shall notify the buyer of the provisions of RCW 59.20.073. Lessee shall verify in writing to Lessor payment of all taxes, rent, and reasonable expenses due on the manufactured home and Lot. Lessor shall notify Lessee, in writing, of a refusal to permit transfer of the Lease at least seven (7) days in advance of such intended transfer. Lessor may require the manufactured home to meet applicable fire and safety standards. Lessor shall approve or disapprove of the assignment of the Lease on the same basis that the Lessor approves or disapproves of any new tenant, and any disapproval shall be in writing. Consent to an assignment shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, failure of Lessee to notify Lessor in writing, as required herein, or failure of the buyer to make a good faith attempt to arrange an interview with the Lessor to discuss assignment of the Lease, or failure of the Lessee or buyer to obtain written approval of the Lessor for assignment of the Lease, shall be grounds for disapproval of

such transfer. If approved, the assignee of this Lease shall assume all the duties and obligations of the Lessee for the remainder of the Lease Term unless, by mutual agreement, a new Lease is entered into with the Lessor.

**ARTICLE 8
RISK OF LOSS, LIABILITY AND INDEMNITY**

8.1 **RISK OF LOSS.** All of Lessee's personal property in Viking Park shall be at the risk of Lessee. Except as otherwise mandated by law, Lessor shall not be liable for, or on account of, any loss or damage sustained by action of any third party, fire, theft, water, or the elements, or for loss or damage, from any cause, to Lessee's manufactured home, the Lot or any other personal property owned by Lessee and located in Viking Park.

8.2 **LIABILITY AND INDEMNITY.** Except as otherwise mandated by law, Lessor shall not be liable for any injury to Lessee, other occupants of the Lot, or Lessee's contractors, agents, representatives, guests or invitees, entering Viking Park, or entering onto the Lot, unless caused by the gross negligence of Lessor. Lessee, to the full extent allowed by law, hereby waives all claims therefore, and agrees to release, indemnify, defend and hold harmless Lessor from all claims, demands, causes of action, judgments, attorneys' fees, costs and expenses arising from, or related to, claims based upon such injuries. Further, Lessee hereby agrees to indemnify, defend and hold harmless Lessor from all claims, demands, causes of action, judgments, attorneys' fees, costs and expenses arising from, or related to, acts, omissions or neglect of Lessee in any way associated with Lessee's use and/or occupancy of the Lot, and any property damage, bodily injuries or death suffered or caused on or about Viking Park directly or indirectly from the acts, omissions or neglect of Lessee.

**ARTICLE 9
MISCELLANEOUS**

9.1 **LESSOR.** The name and address of the Lessor is Viking Park, Inc, 1754 NE Mesford Rd. #51B Poulsbo, WA 98370. The manager of Viking Park shall have the power and authority to act on behalf of Lessor and shall be a duly authorized agent to execute on behalf of Lessor this Lease.

9.2 **USE.** Lessee shall not give accommodation to any roomers or lodgers, or permit the use of the Manufactured Home Lot for any purpose other than as a residence and as the location of one manufactured home and its accessory buildings for the exclusive use of the following named persons: _____ . No business or commercial use is permitted. Lessee shall not use the premises for any other purpose without the advance written approval of Lessor, which may be withheld at the sole discretion of Lessor for any reason or no reason. Lessee further agrees not to use or permit the use of the Lot, or any manufactured home located thereon, for any illegal or immoral purposes, nor to commit or permit any act or conduct forbidden by law or ordinance now or hereafter in effect. Lessee shall not sublet or rent out or any part of Lessee's manufactured home Lot.

9.3 **LESSOR'S ACCESS.** Lessee agrees to allow Lessor, or Lessor's agent(s), access to the Lot for maintenance of utilities, to insure compliance with applicable codes, statutes, ordinances, administrative rules, the Lease and Viking Park Rules and Regulations, and protection of Viking Park, at any reasonable time or in an emergency, but not in a manner or at a time which would interfere with Lessee's quiet enjoyment. Except in an emergency, Lessor will make a reasonable effort to notify Lessee in advance of its intention to enter onto the Lot.

9.4 **APPLICABLE LAW.** This Lease is governed by the laws of the State of Washington.

9.5 **ATTORNEYS' FEES.** In the event of litigation, the prevailing party shall be entitled to recover from the other party their reasonable attorneys' fees and costs as part of any judgment entered therein.

9.6 **FORWARDING ADDRESS.** In the event of an emergency or abandonment of Lessee's manufactured home, Lessee's forwarding address is _____
_____. The person who would likely know the whereabouts of Lessee is _____, who resides at _____
_____.

9.7 **SECURED PARTY.** The name of each lending institution (or other entity or person) who has a secured interest in Lessee's manufactured home is _____, whose address is _____. The secured party's account number for the subject security agreement is _____. Lessee shall provide Lessor with a copy of Lessee's ownership title of the manufactured home occupying the Manufactured Home Lot, at Lessor's request.

9.8 **SUPERSEDES PRIOR LEASE.** This Lease supersedes any prior lease or rental agreement between Lessee and Lessor.

9.9 **NOTICES.**

9.9.1 All notices required or authorized by this Lease to be given to Lessee shall be served on behalf of Lessor: (a) by delivering a copy personally to the Lessee; or (b) if the Lessee is absent from Viking Park by affixing a copy of the notice in a conspicuous place on the manufactured home and also sending a copy through the mail addressed to the Lessee at Lessee's last known address.

9.9.2 All notices required or authorized by this Lease to be given to Lessor shall be served by the Lessee: (a) by delivering a copy personally to the Lessor; or (b) by mail to the Lessor at the Lessor's address set forth herein.

9.10 **SEVERABILITY.** If any term, covenant, condition or provision of this Rental Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein set forth shall remain in full force and effect.

9.11 **ENFORCEMENT.** Failure of Lessor to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's rights thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

9.12 **BINDING EFFECT.** The covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and/or assigns of both parties hereto.

9.13 **TIME IS OF THE ESSENCE; AMENDMENT.** This Lease constitutes the complete written agreement of the parties and there are no other oral, contemporaneous or prior agreements that affect this Lease. This Lease shall only be amended by a writing of equal dignity.

9.14 **ATTACHMENTS.** Attachments made part of this Rental Agreement are as follows: (a) Addendum A - Manufactured Home Lot Description; (b) Addendum B - Park Rules and Regulations; (c) Addendum C - Utility Connection Description.

RCW Chapter 59.20 requires the following statement be included in this Lease:

THIS PARK MAY BE SOLD OR OTHERWISE TRANSFERRED BY LESSOR AT ANY TIME WITH THE RESULT THAT SUBSEQUENT OWNERS MAY CLOSE THE MANUFACTURED HOME PARK, OR THAT THE LESSOR MAY CLOSE THE PARK ANY TIME AFTER THE REQUIRED NOTICE.

IN WITNESS WHEREOF, the parties executed this Lease on or about the date set forth above.

LESSEE(S):

LESSOR:

VIKING PARK, INC., a Washington corporation

By _____
Its _____

Addendum A - Manufactured Home Lot Description

The description of the boundaries of your lot are generally from your home to the road in the front of your lot, and that point halfway between your home and the next home to the back of your lot, or the Park's property line, whichever the case may be. Similarly, the side boundaries of your lot are generally from your home to that point halfway between your home and the next home to the left and right of your lot, or the Park's property line or road (for corner lots), whichever the case may be. However, the specific boundary of your lot may have changed over the years based on your actual usage of your lot, and that of your neighbors, as evidenced by physical attributes like landscaping, structures, or other permanent improvements made to the lots by the current or prior tenants over time. If you have any question regarding the physical boundaries of your lot, please contact the park management.

Addendum B - Park Rules & Regulations

Addendum C – Utility Connection Description

Maintenance responsibility for all public utilities is determined between you and the utility company, but is typically at that point where the mobile home's utilities connect to those provided by the utility company. For example, maintenance responsibility for water is determined at that point where the mobile home's plumbing connects to any water meter, or any other plumbing provided by the utility or the landlord.