

Pad Site Lease Agreement
COACHLIGHT VILLAGE MOBILE HOME PARK
Kimberling City, Missouri 65686

Owner: Thomas E. Embach, Trustee, Thom E. Embach Gift Trust dated July 21, 2008

Manager: Any person or entity designated by Owner from time to time to manage the day-to-day business and operations of Coachlight Village Mobile Home Park, referred to in this Agreement as the "Park."

Tenants:

Other authorized occupant

Other authorized occupant

Commencement Date of Lease Agreement

Date

Termination Date of Lease Agreement

Date

By signing this Agreement, each Resident, defined as the above identified Tenant(s) and any person of legal capacity residing with Tenant, agree to all of the following terms and acknowledges that each Resident of the Park and their guests must abide by these terms and the terms of the Park's Restated Covenants and Restrictions attached as **Exhibit A**.

- 1. **Rents:** Lease payments for the pad site identified above shall be paid in monthly installments of \$_____, prorated for any partial month by dividing \$_____ by the number of days in the partial month.

Lease payments shall be paid by the Tenant by (i) delivering or mailing to Coachlight Village, 351 E. 4th Street, Suite 2, Mountain Home, AR 72653 or (ii) placing payment in the black mail box next to outgoing mail box in a sealed envelope with Tenant's name, address and date on the outside on or before the 1st day of every month. However, the

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Resident Initials _____/_____/_____/_____

first installment shall be paid directly to Owner before Tenant will be allowed to place a mobile home on the lot. Residents also have the option to sign up to have their lot lease payment drafted from their bank account every month. If you are interested in this option please see the Park Manager for an application.

2. **Late Charge:** Tenant agrees to pay an additional late charge of \$5 per day for any lease payment made more than five days after its due date, which late charge shall be considered additional rent for the purposes of this Lease Agreement. The late charge will continue to accrue until the earlier of the last day of the month or until the past due rent is paid. Returned check fees will be charged commensurate with the fees of the Owner's bank.
3. **Use of Property; Covenants, Rules and Restrictions:** Exhibit A to this Lease is the Restated Covenants and Restrictions of the Park (C&R). The C&R are hereby incorporated into this lease and are additional terms to this lease. Non-compliance with the C&R may constitute a default under this lease.
4. **Insurance and Indemnity:** Tenant agrees that Owner is not responsible for insuring Tenant's mobile home or its contents and Owner will not be liable for any loss of Tenant's personal property, should it be damaged or destroyed. Tenant is required to obtain liability insurance as set forth in the Restated Covenants and Restrictions, Section B-1.
5. **Utilities:** The utilities (water, sewer, and trash) are paid by the Owner out of the Tenant's rent payment. If Tenant fails to make a monthly rental payment, Owner may disconnect some or all of the utilities from the lot.
6. **Taxes:** Tenant shall be solely responsible for and promptly pay all personal property taxes that may be levied or assessed by any lawful authority against the inventory and all sales and use taxes.
7. **Default and Termination:** If any default shall be made by Tenant under this Lease other than for failure to pay rent, which does not require notice, and such default continues for 5 days after Owner gives Tenant notice to cure the default, Owner shall be entitled to immediate possession of the premises. Such re-entry shall not be deemed to terminate the Lease nor the Tenant's rental obligation hereunder unless such election is made to Tenant, in writing, by the Owner.
8. **Holding Over:** If Tenant holds over after expiration of the lease term or after termination, then Tenant shall be required to pay double rental for every day possession is held, unless a new written lease (or written extension of this Lease) is entered into and signed by both Owner and Tenant, and Tenant shall be deemed to be a month-to-month tenant.
9. **Amendments:** It is acknowledged that the Restated Covenants and Restrictions, Lot Rental Application, and obligations herein contained are the full and complete terms of this Lease Agreement. Owner reserves the right to terminate this Lease Agreement in the event false or misleading information or statements are made on the application that may be discovered at the time of the application or after acceptance of the application. No

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Resident Initials _____/_____/_____/_____

alterations, amendments or changes to terms of the Lease Agreement shall be binding unless first reduced to writing and executed with the same formality as this Lease. This provision shall not apply to changes of address for forwarding of notice or rental payments.

- 10. Enforcement of Violations:** If either party obtains legal counsel to enforce any right under this Lease or to obtain relief for the breach of any term, condition or covenant herein, the prevailing party shall be entitled to recover the reasonable costs and expenses of such proceedings, including reasonable attorney fees, whether or not a law suit is actually filed. In addition, Owner and Tenant each waive the right to trial by jury in any legal proceeding for enforcement of this Lease, for termination of this Lease or for possession of the Premises.

The undersigned have thoroughly read and understand this Lease Agreement and agree to abide by its terms and the Restated Covenants and Restrictions of the Park as may be amended from time to time.

Tenants:

Date: _____

Date: _____

Resident:

Date: _____

Resident:

Date: _____

Coachlight Village Mobile Home Park

By: _____

Date: _____

Print Name: _____

Title: _____