



# GARDEN HOMES MANAGEMENT CORPORATION

## RENTAL HOME LEASE

1. **Occupancy:** If the home is not ready for occupancy on the date this lease begins, your rent will not begin until we notify you that the home is ready for occupancy. We are not liable for any damages or inconvenience suffered by you because of a delay in the occupancy date.
2. **Condition of Home:** In signing this lease, you agree that you have examined the home. You agree that you are satisfied with the physical condition of the home and that it is in good order and repair. We have made you no promises as to the condition or repair of the home. Any complaints must be sent in writing to the Stamford office.
3. **Utilities and Rental Payments:** All utilities must be placed in your name(s) within 5 days of move in. They must be maintained at all times during the term of this lease and your occupancy. This is required to protect our home from freezing during the winter months. You are responsible for monthly utility and rental payments for the full term of this lease.
4. **Landlord Right of Entry:** Upon prior notice, we and our agents and employees may enter the home during reasonable business hours to inspect, make repairs or any other work necessary to maintain the home and/or site. When emergency repairs are required, our agents and employees may enter at any time. If you are not present, our agents and employees may use a master key or forcibly enter the home without liability to you for such entry.
5. **Occupancy:** The home may be occupied only for residential purposes by you, and the persons whose names are indicated in the application for lease as completed by you. You may not permit any other person to occupy the home unless you have received the express written consent of the landlord. You may not assign this lease or sublet the home to any other person. If you violate this provision, this lease will end immediately, you will vacate the home at once, forfeit your security deposit to us as liquidated damages, and you will be held responsible for any other applicable charges as specified in this lease. You must notify the landlord in writing when any child in occupancy reaches the age of 18 years old. Residents with visitors staying in the home more than 3 days but less than 14 days (does not have to be consecutive days) must provide the manager with a letter identifying visitors by name, relationship, and the length of their stay. Visitors exceeding the 14 day period are no longer considered visitors and must submit an occupancy application to the Stamford office for review and approval.
6. **Care of Home:** You will take good care of the home and all of the appliances that we have provided for your use. If you damage the home or appliances provided by us and/or fail to immediately notify us of any condition that may cause damage to the home, you will be responsible for the cost of the necessary repairs. You shall not attempt to clean any spills or stains in the carpet with a bleach based cleaning product. You are responsible for the installation and maintenance of your telephone and cable television services in the home. Only removable window type air conditioners are permitted, which must be removed during the colder months. You will be held responsible for any damage to windowsills and walls as a result of improperly installed air conditioners and/or windows being left open. You will be responsible for any damage to the floors and walls caused by any improperly installed washer/dryer. You will be responsible for any damage to the skirting caused by a grass trimmer. You will not install any outside radio, satellite dish or television antenna or have a waterbed, or make any repairs, changes or connections to the plumbing, heating, or electrical systems. You will use plumbing fixtures only for their intended purpose and will not throw any improper material or objects into the plumbing fixtures. You will be held responsible for the cost of repair if a foreign object is found in the bathroom or kitchen plumbing fixtures. You will not use any

electric appliances that are dangerous or that do not use ordinary electrical plugs. You will not make any physical changes to the home or place any wallpaper or wall covering materials on its walls. You will not attach any type of stick-on picture hooks. You will not paint the home without our prior written consent. If permission to paint is given, you must use white or off white. No color paint is permitted. You will not use any alternate source of heat, such as space/kerosene heaters. You will not bring into the home anything which increases the cost of fire or liability insurance which we keep on the property. **Smoking is prohibited in this rental home. Grills must be kept 10 feet away from rental home.** You will comply with all governmental laws and regulations. You will save us harmless from any liability arising from any injury or damage caused by you, those who occupy the home with you, or your guests. When you vacate the home, you will leave it in as good condition as it was when you first occupied it except for reasonable wear and tear.

7. **Care of Home Site:** You will maintain your site, including any landscaping, lawn mowing, weeding, and flower beds/boxes. You are responsible for all snow and ice removal, and for any slippery conditions on your site, including your driveway, walkways, steps and porches/decks. You are responsible to shovel a path to any propane tanks so deliveries can be made. You will not dry or display any laundry outside the home. If you have been provided with a shed, it will be used for storage only.
8. **Propane Plans:** In some communities where propane is used as a heating source, Garden Homes has initiated two optional plans (the first based upon actual deliveries and the second an annual budget program), under which you may elect to purchase propane fuel from a licensed propane distributor selected by Garden Homes. Under this plan, Garden Homes pays the distributor for the propane delivered to your home and you reimburse Garden Homes for such propane at a price fixed for one year in advance by Garden Homes when you elect to participate, which price shall be reset on an annual basis. The cost for such propane shall be billed to your account as “additional rent”. Should you fail to pay, in addition to our legal remedies for your failure to pay “additional rent” when due, we shall have the additional option to notify the propane distributor, as provided by law, to terminate future propane deliveries until your account is brought up to date. You may opt out of this plan at any time and without penalty but such action shall not relieve you from the obligation to pay for all propane delivered to you under the plan prior to such opting out. You do not have to purchase propane through this program and remain free to use the propane supplier of your choice.
9. **Pets:** You, those who occupy the home with you, and your guests, may not keep or allow the visit of any dog, cat, reptile, bird or other animal in the home or on the premises unless such pet has been registered and pre-approved by Landlord in writing. If you violate this rule, you will pay us a \$5.00 surcharge for each day that the animal is kept in the home. Such violations will be grounds for termination of tenancy.
10. **Smoke Detectors:** In accordance with the fire safety code, it is your responsibility to check the smoke detector weekly to be sure it is in proper working order. You shall be responsible for replacing smoke detector batteries on a yearly basis. You are also responsible for notifying management in writing if your smoke detector is broken. Removal of or tampering with smoke detectors is prohibited and subject to a \$500.00 fine.
11. **Locks:** You may not install any locks on the doors leading to the home and you may not change any existing locks. You will be charged a fee if you lock yourself out of your home and we unlock the door for you. You will return all keys, including mailbox keys to us at the end of the rental period. You will be charged for any lost keys that need to be replaced.
12. **Refuse:** You will dispose of all refuse in the proper garbage or recycling containers. No dumping of furniture, mattresses and the like is permitted. You are responsible for the removal of large items

from the property. If any large items are left in or around the dumpster area, you will pay a removal charge of \$100 per item. You will not litter on the premises.

13. **Landlord Not Liable for Damages:** We will not be liable for any damage or injury to you or any other person or to property for any reason including but not limited to water, rain, steam, snow, gas, or electricity which may leak into or enter the home. We will not be liable for any damage or injury to you or any other person or to property as a result of any broken pipes, plumbing, or electrical lines which are in the home. In the event you become aware of any damages or any condition in your home, which you regard as unsafe, you will give us written notice of such condition so that we can inspect and correct it. We will not be liable for any loss of property, vehicles or injury to you or any other person that occurs as a result of any burglary, robbery, theft, or other wrongdoing committed by any person. You are required to maintain renters insurance for protection with minimum liability coverage of \$100,000.
14. **Damage by Fire:** In case the home is damaged by fire or other causes through no fault of yours so that you cannot continue to occupy it, this lease will end and you will vacate the home within ten days from the date of damage and your rent will be apportioned to the date the damage occurred. If, however, you continue to occupy the home for more than ten days after the damage occurred, you will continue to pay the full rent. If the home or community property damaged by fire or other causes brought about by you or your guest(s) actions or negligence, you will be held financially responsible for all costs and repairs.
15. **Renewal Lease:** In the event that we offer you a renewal of this lease, you will answer us within 30 days prior to the expiration of your present lease by either signing the renewal lease that we have offered you or advising us that you plan to vacate the home when this lease ends.
16. **Month to Month Tenancy:** If you will continue to occupy the home when this lease has expired, you will become a month-to-month tenant subject to the same terms and conditions as provided in this lease except for the rent, which will be at the new monthly amount that we have advised you of in writing as stated in the renewal lease offered to you. You will give us 30 days advance written notice of your intent to vacate. Assuming that you have given us the proper notice, your lease shall terminate and your obligation to pay rent shall terminate at the end of the month following the day on which you have vacated the home.
17. **Abandonment of your Home:** If you remove a substantial portion of your furniture and furnishings from the home at any time before the end of the term of this lease and do not first notify us in writing that by this removal you are not abandoning your home, we will have the right to consider your home and any items of personal property still remaining there as abandoned even if you have not returned the keys to the home to us. In connection with this, we have the right to remove your property without liability to you for any loss or damages.
18. **Security Deposits:** We will return the security deposit to you when this lease ends and when you have vacated the home and returned the keys, so long as you have paid the last month's rent of your lease term and have carried out all of the terms of this lease. We will pay you interest on your security deposit in accordance with state law. In the event that you fail to pay the rent and/or additional charges, or fail to carry out the other terms of this lease, we will apply all or a portion of the security deposit for any of these purposes.
19. **Move Out Charges:** If the home is not left in good condition, the following charges will be made against your security deposit account when vacating the premises: Dirty Stove - \$40.00; Dirty Refrigerator - \$40.00; Dirty Dishwasher - \$40.00; Dirty Carpet (excessive wear and tear) - cost of cleaning or replacement; Cleaning smoke damaged home - \$500.00; Removal of furniture - \$100.00 per piece (including items left by the dumpster); Clothing, bags of refuse, bottles and cans, etc. -

\$25.00 per trash bag; Bathroom - \$50.00 for each fixture that is left dirty including tile; Missing or disabled shower head - \$100.00. Missing or disabled faucet aerator - \$50.00; Broken screens, windows & storm windows - replacement costs; Doors - \$50.00 per door; Holes in walls or damaged walls by pictures, etc. - cost of repair; Storage - cost of removing personal items; Wallpaper - current labor charge per hour to remove wallpaper and restore wall(s); Paint - current labor and paint charge if two or more coats of paint are required to cover up colors or stained walls; any other general damage - cost of repair. Keys not returned - \$250.00.

During the initial term of the lease, if the home is abandoned or vacated, or the lease is otherwise terminated due to your failure to abide by its terms, you shall immediately forfeit your security deposit and the following charges will be assessed in addition to those specified above.

1. The cost to repaint the home.
2. The cost to shampoo the carpet.
3. The cost to clean the home.
4. The sum of all rent, utility and other charges due through the date of re-occupancy of the home.

Failure to pay these additional charges will result in collection proceedings and the debt will be reported to the relevant Credit Bureaus.

20. **Notices.** Any notice or concerns by either party to the other shall be in writing and shall be either delivered personally or mailed postage prepaid to you at your home site and to ourselves, Garden Homes Management Corporation at 29 Knapp Street, P.O. Box 4401, Stamford, Connecticut 06907.
21. **Dispute Resolution Program:** The U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program is available to resolve disputes among manufacturers, retailer or installers concerning defects in manufactured homes. Many states also have a consumer assistance or dispute resolution program. For additional information about these programs, see sections titled "Dispute Resolution Process" and "Additional Information-HUD Manufactured Home Dispute Resolution Program" in the Consumer Manual required to be provided to the purchaser. These programs are not warranty programs and do not replace the manufacturer's, or any other person's warranty program.

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