

# GARDEN HOMES MANAGEMENT CORPORATION

## NEW YORK RENTAL HOME LEASE



1. **Initial 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. Unless you advise us to the contrary in writing, specifying your exceptions, 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.
3. **Utilities:** All utilities not provided by us 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 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 must submit an application to the Stamford office for review and approval. The maximum occupancy of each home shall be determined using Federal, State and local municipality guidelines. Changes in occupancy or contact information (phone numbers, email addresses, mailing addresses) must be submitted to the Stamford office in writing.
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 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. 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. You will not have a waterbed. **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. 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. Should you fail to pay, in addition to our legal remedies for your failure to pay 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/Animals:** 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/animal 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. **Insurance:** You are required to maintain renters insurance for protection with minimum liability coverage of \$100,000.
13. **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 was brought about by you or your guest(s) actions or negligence, you will be held financially responsible for all costs and repairs.

14. **Renewal Lease:** Upon your receipt of the lease renewal, 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.
15. **Month to Month Tenancy:** If you continue to occupy the home without signing the renewal lease offered, you become a month-to-month tenant at the new monthly rental rate. You are subject to the same terms and conditions as provided in the renewal lease. 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 and utilities shall terminate on the last day of the month in which you occupy the home.
16. **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.
17. **Move Out Inspection:** At the termination of your tenancy, for whatever reason, you shall have the right to request and attend an inspection to take place between 1 and 2 weeks before you vacate the home. We will provide you with no less than 48 hours written notice of the inspection date and time. Within 3 days of the inspection, we will provide you with an itemized statement listing the repairs/cleaning required and the costs for which you will be charged if the items are not completed by you prior to vacating. Within 14 days of your vacating the premises, we shall refund your security deposit to you along with an itemized statement of repairs/cleaning not completed by you along with any new items discovered once all of your personal belongings have been removed from the premises. The costs of these items (if any) will be deducted from your security deposit.
18. **Move Out Charges:** If the home is not left in good condition, with normal wear and tear excepted, the charges listed on Addendum A attached to this lease will be made against your security deposit account upon vacating the premises.

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 all charges due after your security deposit has been applied will result in collection proceedings and the debt will be reported to the relevant Credit Bureaus.

19. **Security Deposits:** We will return the security deposit to you when this lease ends and you have vacated the home and returned the keys so long as you have paid the last month's rent of your lease term or month to month tenancy 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.

20. **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.

Rev.July 2019