

THIS RENTAL AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Landlord, \_\_\_\_\_, and the Resident, \_\_\_\_\_.

The Landlord hereby agrees to lease to the Resident, and the Resident agrees to lease from the Landlord, a residential lot for the placement of a manufactured home according to the terms of this agreement. The address of this lot is \_\_\_\_\_, which is located at \_\_\_\_\_, in \_\_\_\_\_ County, North Carolina.

**1. TERM**

This Rental agreement shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall continue on a month-to-month basis thereafter until or unless either party gives thirty (30) days advance written notice of termination to the other party.

**2. RENT**

The Resident shall pay the following monthly rent and other charges:

Lot Rent	\$ _____
Other: _____	\$ _____
_____	\$ _____
<b>TOTAL RENT</b>	<b>\$ _____</b>

The lot rent and all fees listed above shall be payable in advance, without demand, on the first day of each month to the Landlord. An additional late charge in the amount of \$15.00 shall be due if the total rent is not received by the Landlord by the tenth day of the month.

The Landlord shall have the right to increase the monthly rent and other fees or charges or make changes to the Rules and Regulations, provided the Resident receives sixty (60) days advance written notice of any such increases.

**3. ASSIGNMENT**

The Resident shall not assign this Rental Agreement, or sublet any part of the premises or the manufactured home without the advance written consent of the Landlord.

**4. RULES, REGULATIONS AND SERVICES**

The Resident shall faithfully observe the Rules Regulations and Services of the community which may, from time to time; change and which is hereby incorporated by reference. By signing this agreement, Resident agrees that a copy of the current Rules, Regulations and Services have been provided to the resident. If the Resident violates the Rules and Regulations, or if there is improper conduct on the part of the Resident or his/her guest, the Landlord shall have the right to terminate this rental agreement, and the Landlord shall have the right of re-entry.

**5. RESIDENTIAL PURPOSES**

The Resident shall use this lot for a residence only. Following is a listing of the approved occupants and a description of the home.

Occupant Name	Date of Birth
_____	_____
_____	_____
_____	_____

No other occupants are permitted without the Landlord's written authorization.

Make of Home	Size	Year	Serial Number

Home Financed By:

Lien Holder Name: \_\_\_\_\_

Lien Holder Address: \_\_\_\_\_

Account Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

The Resident hereby acknowledges that this Rental Agreement has been read and a copy received by the Resident. The Resident also agrees to abide by all terms and conditions contained in this document, including all the terms set forth on the back of this page, unless modified or deleted in the space below.

Additional Terms: \_\_\_\_\_

Terms not Applicable or Deleted: \_\_\_\_\_

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

ADDITIONAL TERMS OF  
MANUFACTURED HOME RENTAL AGREEMENT

**A. SECURITY DEPOSIT**

The Resident shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as a security deposit. Landlord may deposit the security deposit in an interest bearing account. Any interest earned shall accrue for the benefit of and shall be paid to the Landlord.

Landlord shall return the security deposit to the Resident within thirty (30) days of the termination of this Rental Agreement unless the Resident fails to comply with the terms of this Rental Agreement, in which case the Landlord may apply the security deposit to unpaid rent or to repair damages to the Landlords property.

**B. PETS**

The Resident shall also pay to the Landlord the sum of \$ \_\_\_\_\_ as a non-refundable pet fee. The Resident shall not keep any animals or pets of any kind except the following: \_\_\_\_\_. A service animal or help animal is not considered a pet.

The Resident acknowledges that the amount is agreeable and that the Landlord shall not be required to refund the pet fee in whole or in part. The Resident further agrees to reimburse the Landlord for any damages which may result from the Residents keeping of such pet or pets.

The Resident shall remove any pet within \_\_\_\_\_ hours of written notification from the Landlord that the pet is, in the Landlords opinion, undesirable. If the pet is removed pursuant to this paragraph, the Landlord shall not be required to refund the pet fee, however, the Resident shall be entitled to acquire and keep another pet of the type previously authorized.

**C. RESIDENTS DUTIES UPON TERMINATION**

Upon termination of this Rental Agreement, the Resident shall:

- 1) Vacate the residential lot and remove from it the manufactured home and all his/her property of whatever nature, such that it is in the same condition as when this Agreement was executed, ordinary wear and tear excepted;
- 2) Notify the Landlord of the address to which the balance of the security deposit, if any, may be returned.

**D. RENTAL PAYMENT DEFAULT**

If the Resident does not pay rent when due, Resident agrees to pay Landlord it's reasonable fees incurred in the event that collection of said charges is made by an attorney at law and/or collection agency in the event that Landlord brings an action for Summary Ejection to obtain possession of the property.

**E. ABANDONMENT OF HOME**

If Residents home is abandoned for more than thirty (30) days, Resident hereby authorizes Landlord to store the home for Resident and charge a storage fee on a monthly basis, equal to the current rate of rent. Resident agrees that the Landlord will have a storage lien on the home under N.C.G.S. sec.44A-2 for the amount of the storage fee. Resident's home will be declared to be abandoned if left vacant for more than thirty (30) days. Resident's home will also be declared to be abandoned if electric service should be disconnected or if a change of address is submitted either to the post office or the Landlord, and Resident's home is not moved within seven (7) days of the date that any of these events take place.

**F. LANDLORDS RIGHT TO APPROVE ADDITIONS; ACCESS**

Resident shall make no exterior alterations, additions, or improvements to the home nor any alterations, additions or improvements to the lot without the Landlord's prior written consent. Landlord or his/her agent shall have free access at all reasonable hours to the lot for the purpose of examining and exhibiting same.

**G. UTILITY CHARGES**

The Resident shall pay all charges made against the home for gas, heat, electricity and all other utilities during the term of this Rental Agreement as the same shall become due. Such charges shall be based on meters. Under no circumstances shall Resident live or otherwise occupy a home or premises prior to the time utilities are connected and inspected, nor after the time utilities have been disconnected for any reason.

**H. OWNERSHIP**

It is the condition of this Rental Agreement that the Resident shall have title to any manufactured home placed on the leased premises and that any violation of this provision shall result in immediate termination of this Rental Agreement.

**I. LANDLORDS NON-LIABILITY**

Landlord, it's employees and agents shall not be responsible or liable to Resident for any loss or damage that may be occasioned by or through the acts or omissions of other Residents, their guest or invitees, or of any trespassers, or for any loss or damage resulting to Resident from bursting, stoppage, backing up or leaking of pipes or lines carrying water, gas, electricity or sewers or caused in any other manner whatsoever. Landlord shall not be liable to Resident for his/her invitees for any loss whatsoever which Resident or his/her invitees may sustain from any causes or causes whatsoever, except those imposed on the Landlord by law. Further, Resident agrees that Landlord shall not be liable for any damages or injury to person or property occurring on the premises, playground or recreational facilities of the Landlord. In the event of injuries to the Resident or his/her family through the negligence of the Landlord, the Resident agrees to give the Landlord a written notice of the occurrence of said injury within five (5) days of the happening thereof. Said notice must be in writing and delivered to Landlord at his office.

**J. DAMAGE BY FIRE**

In the event the said premises hereby leased are damaged by fire or other cause due to the acts, omissions, neglect and/or negligence of Resident, his/her family, guest or invitees, then Resident hereby covenants and agrees to pay for any and all damages so caused and the Resident shall utilize contractors, mechanics, painters and other workers selected and approved by the Landlord. There shall be no abatement for rent under this Rental Agreement if the premises are damage or destroyed partially or in whole by fire or other cause due to such acts.

**K. REPAIRS BY LANDLORD**

It is expressly understood and agreed that whenever repairs to be made by the Landlord shall be delayed because of factors beyond the control of the Landlord, the obligations of the Resident hereunder shall not be affected whatsoever thereby nor shall any claim accrue to the Resident against the Landlord or its assignees by reason thereof. It is expressly understood and agreed that there shall be no abatement of rent under any circumstances whenever repairs to be made by the Landlord shall be delayed because of factors beyond its control.