

# Redbud Estates

## Rental Agreement for Manufactured Home Site

Pauley Kids Corp. d/b/a Redbud Estates, (Owner or Landlord), agrees to enter into this Rental Agreement with;

(Tenant), relating to Lot (premises) \_\_\_\_\_ located at Redbud Estates, Manufactured Home Community, in the City of Manhattan, County of Riley, States of Kansas, together with all appurtenances to commence on \_\_\_\_\_, 20\_\_\_\_\_, and continue on a month-to-month basis.

1. **Rent.** Tenant agrees to pay without demand, to Owner as rent for the demised premises the sum of \$ \_\_\_\_\_ per month in advance on the 1<sup>st</sup> day of each calendar month.
2. **Security Deposit.** On execution of this Rental Agreement, Tenant deposits with owner \$ \_\_\_\_\_ as security for the faithful performance by Tenant of the terms hereof, to be returned to Tenant, without interest, on the full and faithful performance by the Tenant of the provisions hereof.
3. **Deposit Return.** Security deposits will be returned in full to Tenant provided Tenant removes their home and leaves the premises in as good or better condition than at the time of the execution of this Rental Agreement and has caused no actual damage to the premises, having given Owner thirty (30) days written notice to terminate prior to the expiration of the original or a renewal term thereof, and provided the Tenant has paid all rent due in full for the term of the Rental Agreement, and that Tenant has paid in full all utilities and services due upon vacating the home.
4. **Late Fees. Late Fees.** Rent payments become delinquent after the 7<sup>th</sup> day of each month. A \$40.00 late payment charge will be assessed at 5:00pm on the 7<sup>th</sup> of each month.
5. **Quiet Enjoyment.** Owner covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
6. **Condition of Premises.** Tenant stipulates that he has examined the demised premises, including the grounds and improvements, and that they are, at the time of this agreement, in good order, repair, safe, clean, and tenantable condition.
7. **Surrender of Premises.** Tenant shall quit and surrender the premises hereby demised in same or better condition as they were at the commencement of this rental agreement, reasonable use and wear thereof and damages by the elements excepted.
8. **Default.** If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the rental agreement, at the option of the Owner, shall terminate and be forfeited, and the Owner may re-enter the premises and remove all persons therefrom. If the item of default is nonpayment of rent, Tenant shall have three (3) days to cure such default. If the item of default is other than nonpayment of rent, Tenant shall be given written notice of any default or breach, and termination and forfeiture of the Rental Agreement shall not result if Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within 14 days of receipt, otherwise the Rental Agreement will terminate in 30 days of receipt and the Tenant will surrender the premises to the Owner, having removed all personal properties from demised premises and leaving premises as stipulated in item 7.
9. **Abandonment.** (a) A Tenant is considered to have abandoned a mobile home when the Tenant has been absent from the mobile home without reasonable explanation for thirty (30) days or more during which time there is a default of rent three days after rent is due or when the Rental Agreement is terminated pursuant to the provisions of this act. A Tenant's return to the mobile home does not change its status as abandoned unless the tenant pays to the landlord all costs incurred for the mobile home space, including costs of removal, storage, notice and utilities due and owing. (b) If a Tenant abandons a mobile home on a mobile home space, the landlord shall notify the legal owner and known lienholder of the mobile home of the abandonment and communicate to the legal owner and lienholder that the legal owner and lienholder is liable for any costs incurred for the mobile home space, including rent and utilities due and owing. However, the legal owner and lienholder is only liable for costs incurred from the point of written notification by the landlord. After the landlord's notification, costs for which liability is incurred shall then become the responsibility of the legal owner or leinholder of the mobile home. The mobile home may not be removed from the mobile home space without a signed written agreement from the landlord showing clearance for removal, showing that all debts are paid in full, or without an agreement reached with the legal owner and lienholder and landlord. The right of possession of the legal owner or lienholder shall be subject to the landlord's claim for the landlord's reasonable costs of removal and storage of the abandoned mobile home. Any landlord who is entitled to costs for which liability is incurred as provided in this subsection shall have a lien as provided in K.S.A. 58-227 and amendments thereto. (c) A required standardized registration form shall be filled out by each tenant, upon the rental of a mobile home space, showing the mobile home make, year and serial number if there is a lien on the mobile home, and if so the lienholder, and who is the legal owner of the mobile home. The registration cards or forms shall be kept on file with the landlord as long as the mobile home is on the mobile home space within the mobile home park.
10. **Redbud Estates Rules and Regulations.** It is expressly understood between the parties hereto, that the Rules and Regulations accompanying this Rental Agreement are made part of this agreement. Tenant will be offered a copy of these Rules and Regulations in which signature of compliance is required. If Tenant moves into the Owner's Park, Tenant is deemed to have agreed to compliance with the Rules and Regulations.

- 11. **Extended Absence of Tenant.** Unless otherwise agreed, the Tenant shall occupy such Tenants dwelling unit only as a dwelling unit. This Rental Agreement requires that the Tenant notify Redbud Estates of any anticipated extended absence from the premises in excess of seven days no later than the first day of the extended absence.
- 12. **Returned Checks.** Redbud Estates charges \$30.00 for any returned checks plus any additional costs charged to Redbud Estates for collection of a Tenant's returned check.
- 13. **Service member Identification.** Tenant represents and warrants that Tenant \_\_\_\_\_ is / \_\_\_\_\_ is not presently one of the following: a member of the Air Force, Army, Coast Guard, Marine Corps or Navy on active duty (including reserves ordered to duty), a Public Health Service Officer, a National Oceanic and Atmospheric Administration Officer, a National Guard member who has been called to or is serving Federal active service in excess of thirty (30) days, a United States citizen serving in the prosecution of a war or military action with United States allies, or a dependent of any such person.
- 14. **Home Sale.** Tenant will notify Redbud Estates 10 days before advertising home for sale. Tenant must have approval from Redbud Estates to allow home to stay in the Park. Improvements deemed by Redbud Estates must be completed before putting the home up for sale. For sale signs are allowed only in the window of the home for sale. Signs are not allowed in the yard. Tenant must send all prospective purchasers to Redbud Estates for approval before sale of home. Tenant must pay all rents and other charges due Redbud Estates before the sale of the home. Tenant will not allow purchaser possession of the home until title has been transferred into the purchaser's name. Tenant will put lien on title if purchaser is to make payments to Tenant. Tenant will relay these terms to any real estate agent before putting the home up for sale.

**In Witness whereof**, the parties have executed this Rental Agreement upon this day \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner or Office Representative Signature

\_\_\_\_\_  
Title Holder's Signature

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Roommate's Signature