

## RENTAL AGREEMENT

IT IS AGREED as of \_\_\_\_\_, by and between T-CORP, an Iowa corporation doing business as ALPINE PARK COMMUNITY MANUFACTURED HOME PARK (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter individually and jointly referred to as "Tenant").

That Landlord hereby rents to Tenant, and Tenant hereby rents from Landlord, a manufactured home space designated as:

Lot \_\_\_\_\_ of Alpine Park Community  
Address: \_\_\_\_\_  
Dubuque, Iowa 52001

In consideration of the mutual promises of the parties herein and upon the terms, provisions and conditions following:

1. TERM. Landlord rents the above-described manufactured home space to Tenant on a month-to-month basis, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and continuing until terminated as hereinafter provided. So long as the Tenant does not breach this Rental Agreement and the Guidelines, Rules and Regulations of Alpine Park Community, and subject to the provisions of paragraph 16 herein, this Rental Agreement shall be automatically renewed on a monthly basis, without notice, at the end of the initial month term and successively thereafter at the end of each monthly renewal term.

2. RENT. The rent is \$254.00 per month for a single-wide lot, \$274.00 per month for a double-wide lot, special/corner lots have special pricing; except that if there are more than four (4) occupants, the monthly rental shall be increased by \$25.00 for each occupant over four. Under this Rental Agreement, the monthly rental is \$ \_\_\_\_\_. This rental shall be due and payable in advance on the 1<sup>st</sup> day of each month or for a last partial month shall be on a per diem basis according to actual days of possession. Rent is not considered paid until paid in full. No partial payments are accepted. If rent is not received on or before the 5<sup>th</sup> day of the month, there will be a \$25.00 additional charge assessed and \$5.00 per day thereafter. Failure to timely pay the monthly rental will be cause for termination of this Rental Agreement.

If Tenant is habitually delinquent in paying the monthly rental payment, the Landlord has the right to demand an additional month in advance payment of rent. Except as provided below, this advance payment will not be used for future monthly rental payments. If, however, Tenant timely pays all rental payments for 12 consecutive months, Landlord will, upon Tenant's request, apply the advance payment to a future monthly rental payment. If the advance payment is still being held by Landlord upon termination of this Rental Agreement, it will be returned to Tenant within 30 days following termination unless Landlord is permitted by Law to withhold all or a portion of such funds to remedy Tenant's default, to restore the manufacture home space, or for such other purpose authorized by Law.

All checks are to be made payable to "Alpine Park Community" and dropped in the mail drop located at the After Hours Office shed or mailed to the Community Office, the address of which is set forth below:

Alpine Park Community  
425 Julien Dubuque Drive  
PO Box 1656  
Dubuque, Iowa 52004-1656

If a rental check is returned for insufficient funds, the Landlord reserves the right to require payment to be made by some means other than a personal check. A returned check is considered delinquent rent until the date the rent is fully paid. In addition, there will be a \$25.00 return check charge. No two-party checks will be accepted.

Tenant acknowledges that Landlord shall have the right to increase the rent upon 60 days advance written notice to Tenant.

3. UTILITIES. Utility services shall be furnished and paid for in accordance with the terms contained in the Alpine Park Community Guidelines referred to at paragraph 8 herein.

4. ASSIGNMENT AND SUBLETTING. Tenant shall not rent, assign, allow use of or sublease the rented premises, in whole or in part, or any manufactured home or improvement upon the rented premises to a third party without the prior written consent of the Landlord. Landlord, however, reserves the right to rent, assign, allow use of or sublease any manufactured home which is owned by or rented by Landlord.

5. ABANDONMENT. Tenant will be considered to have abandoned the manufactured home of the Tenant when the Tenant has been absent from the manufactured home without reasonable explanation for 30 days or more during which time there is either (a) a default of rent 3 days after rent is due or (b) the Rental Agreement is terminated by reason of Tenant's noncompliance. A monthly storage fee equal to the monthly rent will be charged to Tenant for any period of time that the manufactured home remains upon the Landlord's premises following termination of this Rental Agreement, regardless of the reason for termination. If the manufactured home

has been abandoned, Landlord shall notify the legal owner and lienholder, if lienholder is known, of the manufactured home that such persons are liable for any and all past and future costs incurred for the manufactured home space, including, without limitation, unpaid rent, storage fees, inspections fees, utilities and late charges. The manufactured home owner and the lienholder, if any, of the manufactured home shall be jointly and severally liable for payment of all such costs.

Following abandonment, the manufactured home shall not be removed from the manufactured home space of Landlord without either (i) a signed written agreement from the Landlord showing clearance for removal and that all monies owing Landlord have been paid in full or (ii) a separate agreement is reached between the Landlord and the manufactured home owner or other claimant. If no separate agreement is reached between Landlord and the manufactured home owner or other claimant, the Landlord reserves the right to commence an action for possession of the premises under Chapter 648 of the Iowa Code and an action to dispose of the manufactured home pursuant to Chapter 555B of the Iowa Code.

6. REPRESENTATIONS. Tenant represents to Landlord, as an inducement to Landlord to enter into this Rental Agreement, that all of the representations and statements made by Tenant on the Application for Residency and any other documents are true and correct, and Tenant agrees that if any of said representations are false, Landlord may, at its option, treat the false representation or misrepresentation as a breach of and material noncompliance by the Tenant with this Rental Agreement.

7. SIGNS. No signs shall be permitted to be posted on the premises or in or upon any vehicles or upon the manufactured home, other improvements or the home site, unless approved by Management.

8. GUIDELINES. The rules and regulations for Alpine Park Community are set forth in Guidelines which have been provided to Tenant. The Tenant agrees for himself or herself, the members of his or her family, and his or her invitees and guests, to consult, conform to, and abide by all Guidelines concerning the Tenant's use and occupancy of the manufactured home and the lot rented hereunder, including all additions, changes, deletions or amendments to said Guidelines which the Landlord may deem necessary for the protection of Alpine Park Community, the general comfort and welfare of the Tenants, or the ease and efficiency of the management thereof. Any failure of the Tenant to observe and comply with such Guidelines shall constitute a breach of and material noncompliance with the terms of this Rental Agreement in the same manner as if said Guidelines were contained herein as covenants, and Landlord shall have the same rights and remedies with respect to any such failure as it has under this Rental Agreement for nonpayment of rent or failure of the Tenant to perform any other covenant or agreement set forth herein.

Landlord reserves the right to make additions, changes, deletions and amendments to the Rules, Regulations and Guidelines for Alpine Park Community at any time, but notice of such additions, changes, deletions or amendments shall be given to all Tenants of Alpine

Park Community at least 30 days before their effective date. Such notice to Tenants may be given by posting on Tenant's premises or by delivery of the written notice to Tenant's manufactured home located upon the rented lot.

9. LANDLORD'S DUTIES. Landlord agrees to comply with Section 562B.16 of the Iowa Code. Under this law the Landlord agrees to:

(a) comply with the requirements of all applicable city, county and state codes materially affecting health and safety which are primarily imposed upon the Landlord;

(b) make all repairs and do whatever is necessary to put and keep the manufactured home space in a fit and habitable condition;

(c) keep all common areas of the manufactured home park in a clean and safe condition;

(d) maintain in good and safe working order and condition all facilities supplied or required to be supplied by the Landlord;

(e) provide for removal of garbage, rubbish and other waste from the manufactured home park;

(f) furnish outlets for electric, water and sewer services.

10. TENANT'S DUTIES. Tenant agrees to comply with Section 562B.18 of the Iowa Code. Under this law, the Tenant agrees to:

(a) comply with all obligations primarily imposed upon Tenant by applicable provisions of city, county and state codes materially affecting health and safety;

(b) keep that part of the manufactured home park that the Tenant occupies and uses reasonably clean and safe;

(c) dispose from the Tenant's manufactured home space all rubbish, garbage and other waste in a clean and safe manner;

(d) not deliberately or negligently destroy, deface, damage, impair or remove any part of the manufactured home park or knowingly permit any person to do so;

(e) act or require other persons in the manufactured home park with the Tenant's consent to act in a manner that will not disturb the Tenant's neighbors' peaceful enjoyment of the manufactured home park;

(f) Maintain in good and safe working order all utility lines, pipes and cables extending from the manufactured home to outlets provided by the Landlord for electric, water, sewer and other services.

11. SALE OF MANUFACTURED HOME. In the event Tenant sells Tenant's manufactured home or on-site garage, carport, shed, deck and any other improvements made by Tenant (hereinafter referred to as "manufactured home improvements") without removal from the premises rented hereunder, then Landlord reserves the following rights:

(a) Landlord must be notified prior to advertisement of or listing through a Realtor for sale of manufactured home or on-site garage, carport, shed, deck and any other improvements.

(b) If Landlord's inspection shows that, in the Landlord's opinion, the manufactured home or any of the manufactured home improvements are in a rundown condition, in a state of disrepair, or otherwise fail to meet Community specifications, Landlord may require that the seller or buyer promptly make required repairs or that they remove the manufacture home and manufactured home improvements in accordance with the procedure outlined below.

(c) Landlord reserves the right to approve the purchaser of the manufactured home and/or the manufactured home improvements as a tenant of Alpine Park Community in accordance with the procedure set forth below, provided that such approval shall not be unreasonably withheld.

Inspection Procedure. Prior to any sale of the manufactured home or manufactured home improvements, Tenant shall have the manufactured home and manufactured home improvements inspected by Landlord and pay \$25.00 inspection fee. Tenant shall be provided with a copy of the inspection report. Landlord will inspect the exterior of the manufactured home, garage, carport, shed, deck and any other improvements made by Tenant on the home site as part of the inspection. If Landlord's inspection indicates that, in Landlord's opinion, the manufactured home or any of the manufactured home improvements are in a rundown condition, in disrepair, or otherwise fail to meet Community specifications, then the inspection report shall specify what repairs and upgrading must be made by Tenant or the buyer in order to bring the manufactured home and manufactured home improvements into compliance. All such repairs and upgrades must be completed by the Tenant or the buyer within 60 days following Tenant's receipt of the inspection report. If such repairs and upgrades are not completed within such 60-day period, Landlord may require that the manufactured home and manufactured home improvements be removed from Alpine Park Community by Tenant or the buyer upon expiration of said 60-day period.

Approval of New Purchaser. If the manufactured home, garage, carport, shed, deck and any other improvements made by Tenant are to remain in Alpine Park Community, Landlord must interview and approve the buyer and all occupants of said manufactured home. Additionally, if the manufactured home is to remain in Alpine Park Community, all potential residents and occupants of said manufactured home shall provide Landlord with all information requested on the Standard Applicant/Registration Form and must be approved by Landlord prior to completion of the purchase of any manufactured home, garage, carport, shed and any other improvements made by Tenant and prior to occupancy. If written approval is not obtained from Landlord, the buyer will

remove the manufactured home, garage, carport, shed and any other improvements made by Tenant from the Community immediately upon completion of the sale.

Notwithstanding the foregoing, all unpaid rent, storage fees, inspection fees, utility expenses, late charges and any other amounts owing by Tenant shall be paid by Tenant or the new buyer prior to removal of the manufactured home and manufactured home improvements from Alpine Park Community.

12. MECHANIC'S LIENS. Tenant shall make no improvements to the rented lot without Landlord's prior consent, and Tenant shall be solely responsible for the cost of any and all such improvements. Neither Tenant nor anyone claiming by, through or under Tenant shall have the right to file or place any mechanic's lien or other lien of any kind upon the rented lot or upon any improvement thereon, and notice is hereby given that no contractor, subcontractor or anyone else who may furnish any material, service or labor for any building, improvements, alterations or repairs on the rented lot will be entitled to any lien thereon. For further security of Landlord, Tenant covenants and agrees to give actual notice thereof in advance to all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor. Tenant's failure to provide such notice shall be deemed a material noncompliance with the Rental Agreement.

13. NONLIABILITY OF LANDLORD. The Landlord, and Landlords directors, officers, employees and agents, shall not be responsible for damage caused by fire, windstorm, pollution or any other acts of God or from losses resulting from accidents, theft, vandalism or burglary to any Tenant's property or the property of any guest of Tenant.

14. DELAY OF POSSESSION. If Landlord is unable to give Tenant possession at the beginning of the term, the rent shall be abated on a pro rata basis until possession can be given, as the sole remedy for any such delay.

15. LANDLORD'S INSPECTION RIGHTS. Landlord may at any time enter onto the rented manufactured home space for the purpose of necessary or agreed services, to exhibit the manufactured home space to prospective or actual purchasers, mortgagees, tenants, workers or contractors. In addition, Landlord may enter onto the rented lot in order to inspect the site of the manufactured home (exterior), garage, carport, shed and any other improvements made by Tenant. Tenants' refusal to allow Landlord lawful access to the exterior of the manufactured home, garage, carport, shed and any other improvements made by Tenant shall constitute a breach of this Rental Agreement and material noncompliance with the terms hereof. Nothing herein shall give Landlord the right of access to the interior of the manufactured home unless such access is necessary to prevent damage to the rented space or the Community or in response to an emergency situation.

16. CANCELLATION OR TERMINATION OF RENTAL AGREEMENT.

Notwithstanding any other provisions of this Rental Agreement, when either party hereto desires to cancel the renewal of this Rental Agreement, at least 60 days advance written notice thereof shall be delivered to the other party and this Rental Agreement shall expire at the end of said 60-day period. Furthermore, if there is a material noncompliance by Tenant with the terms of this Rental Agreement or the Guidelines, Rules and Regulations or the Iowa Mobile Home Parks Residential Landlord and Tenant Law, then Landlord may provide written notice of the acts constituting the breach and of the Landlord's election to terminate the Rental Agreement not less than 30 days following Tenant's receipt of such notice if the breach is not remedied within 14 days. If the Tenant fails to remedy such breach within 14 days of receipt of such notice, this Rental Agreement shall terminate as provided in said written notice; provided, however, that if the Tenant fails to pay the past due rent within 3 days after receipt of written notice from the Landlord of nonpayment of rent when due, or creates a clear and present danger to the health and safety of the other Tenants, Landlord may terminate this Rental Agreement immediately and proceed with any and all available remedies provided at law or in equity.

Sixty-Day Notice Forms are available in the Alpine Park Community office in the event the Tenant wishes to cancel the renewal of this Rental Agreement upon 60 days advance written notice.

17. WRITTEN NOTICE. For all purposes of this Rental Agreement and for all purposes under the "Iowa Manufactured Home Communities or Mobile Home Parks Residential Landlord and Tenant Act", a written notice form Tenant to Landlord shall be deemed to have been received by the Landlord if it is mailed by certified mail or restricted certified mail to the following business address of Landlord:

Alpine Park Community  
PO Box 1656  
Dubuque IA 52004-1656

or is such written notice is delivered in hand to the General Managers, Edward D Tschiggfrie and Rodney E Tschiggfrie, or the Office Manager, Debra S Edwards, at the following location:

Alpine Park Community  
425 Julien Dubuque Drive  
Dubuque IA 52003

For all purposes of this Rental Agreement and for all purposes of under the "Iowa Manufactured Home Communities or Mobile Home Parks Residential Landlord and Tenant Act", a written notice from Landlord to Tenant shall be deemed to have been received by the Tenant if it is delivered in hand to the Tenant or mailed by certified mail or restricted certified mail to the Tenant at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notwithstanding the above, any written notice of cancellation or termination under paragraph 16 of this Agreement from Landlord to Tenant may be served upon the Tenant by personal service or by sending a notice to Tenant by certified or restricted certified mail, whether or not the Tenant signs a receipt for the notice.

Subject to the foregoing requirements of this paragraph any notice required to be given in writing to all Tenants shall be deemed legally sufficient if made by posting at or delivery to the manufactured home owned by the Tenant.

18. WAIVER. The delay of the Landlord in enforcing any right or remedy shall not be deemed a waiver thereof, and no indulgence by the Landlord of a Tenant breach, or of an infraction of the Guidelines of the Community, shall be presumed from the mere passage of time.

19. SEVERABILITY. If any provision hereof or of the applicable Guidelines of the Community shall be deemed unlawful, the same shall be severable from the remainder of this Rental Agreement and the remaining Guidelines, which shall be enforceable in all respects without reference to such unlawful provision.

20. USE. Tenant, including all occupants of the manufactured home and other improvements, shall use the rented lot for a single family residence and for no other purpose. Tenant shall not undertake any illegal activity, including, but not limited to, the use, transfer, possession or creation of any illegal substances in or about the Alpine Park Community, and shall not permit any such illegal activity in or about the Community. Tenant shall not use the rented lot in any other illegal or unlawful manner or contrary to any applicable law, rule, regulation or ordinance of any federal, state or municipal authority.

21. MISCELLANEOUS. Landlord and Tenant agree to the following additional provisions:

(a) Tenant will notify Landlord of any change in the data contained in the Standard Application/Registration Form within 10 days of any change of information;

(b) All manufactured home taxes shall be current before entering the Community and before departing from the Community;

(c) Any suggestions that may better the Alpine Park Community environment may be made in writing to the Landlord.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
TENANT

T-Corp d/b/a ALPINE PARK  
COMMUNITY, LANDLORD

\_\_\_\_\_  
TENANT

By \_\_\_\_\_

#### ACKNOWLEDGMENT

The undersigned Tenant(s) acknowledges that I have read and understand the above provisions, that I have been given a copy of this Rental Agreement prior to its effective date, and that I have received a signed copy of this Rental Agreement.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE SIGNED