

# Birchwood Village

## Attleboro, Massachusetts Lease – Five Year

Date: \_\_\_\_\_

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, the parties agree as follows:

### 1. PARTIES

Birchwood Village MHP, LLC, hereinafter called "Landlord" leases to:

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address of Birchwood Village Home

Hereinafter called "Tenant", and Tenant hires from Landlord, the Leased Premises described in Provision 2 below.

### 2. LEASED PREMISES

The "Leased Premises" consist of the whole or any part of the land, improvements or appurtenances, belonging to the Landlord and known as **Lot No. \_\_\_\_\_** in the plans of the mobile home park operated by the Landlord and known as Birchwood Village Mobile Home Park and located off County Road in the City of Attleboro, Massachusetts. The Leased Premises are for the purpose of parking a mobile home and occupying it as a single-family residence in conformance with the provisions of this Lease and the Rules and Regulations, as well as applicable law. Upon sale of the home on the existing site, Landlord shall have the right of first refusal to purchase the home when owner presents a signed purchase agreement. He will forgive the last month's rent for that right. Before a Tenant replaces a pre-existing home in the Park, Landlord shall have the right to approve the type, size, and style of the mobile home.

### 3. TERM

This Lease shall be for a term beginning on **March 1, 2022** and ending on the last day of **February, 2027**. The Lease will terminate when the home is sold or removed from the Park.

### 4. RENT

Tenant herein agrees to pay on the first of each month until the following March, the base monthly amount of **FOUR HUNDRED SEVENTY FIVE DOLLARS (\$475)**. This amount being the sum of the rental charge of four hundred sixty three dollars (\$463) and the mobile home license fee of \$12 which is paid to the City of Attleboro monthly by the Landlord as required by GL Chapter 140, Sec. 32G; provided that if such fee is increased at any time during the year, the amount paid by the Tenant shall be increased immediately by the amount of the increase in fee.

A late charge of \$25 will be assessed for late payments as defined by Mass. Law, Chapter 186, Sec.15B. Tenant shall be responsible for all costs incurred in the collection of past due rent, and for any summary process action, as required, including all reasonable attorneys' fees and costs of suit.

Each year starting on March 1 until this lease's expiration, a new base rent will be due, with the same provisions described in the above two paragraphs. Notification as to the amount will be given at least 30 days in advance.

### 5. INSURANCE

Tenant understands and agrees that it shall be his own obligation to insure his real and personal property.

### 6. SERVICES AND UTILITIES

The Landlord agrees to provide water, sewage, garbage and rubbish pickup, and maintain all roads within the park, including plowing and sanding when necessary. Tenants who own oil tanks must have their tanks and fuel line inspected yearly by a certified inspector at the start of the heating season. A copy of their report must be sent to Management by November 30.

### 7. ASSIGNMENT

Tenant shall not assign any part or the whole of the Leased Premises, nor shall he permit the Leased Premises to be occupied for a period longer than a temporary visit by anyone except the individuals specifically named in Provision 1 of this Lease, their spouses, and any children born to them during the term of this Lease, or any extension or renewal thereof, without first obtaining on each occasion the consent in writing of Landlord. Despite any such consent, Tenant shall remain unconditionally and principally liable to Landlord for the payment of all rent and the full performance of the covenants and conditions of this Lease as well as adherence to the Rules and Regulations of the park.

### 8. INDEMNIFICATIONS AND HOLD HARMLESS

Tenant shall indemnify Landlord against all liability for damage imposed upon or against Landlord as a result of (a) any failure on the part of the Tenant to perform or comply with any covenant required to be performed or complied with by Tenant under this Lease, or failure on the part of Tenant to comply with the Rules and Regulations, as amended and attached hereto, or (b) an injury to person or loss of or damage to property sustained or

occurring within the confines of the Park due to the action or inaction of the Tenant or those parties for whose conduct he is responsible under the law.

Tenant acknowledges that the Landlord has no ownership or control over any fuel systems on the premises and that all contracts or activity relating to the storing, delivery, and maintenance of fuel are direct contracts between the individual Tenant and the purveyor of said service. Tenant further agrees to indemnify and hold Landlord harmless from all claims and actions regarding said activity.

**9. DEFAULT**

Landlord may terminate this Lease (subject to Tenant's rights under applicable law) for one or more of the following reasons:

- a. Non-Payment of Rent.
- b. Substantial violation of any enforceable rule of the mobile home park.
- c. Violation of any laws or ordinances which protect the health and safety of other mobile home residents.

**10. CONDITION AT TERMINATION**

Upon the termination of this Lease (except where this Lease is extended or renewed) Tenant shall deliver up the Leased Premises in as good order and condition as the same were in at the commencement of the Term.

**11. DEFINITIONS**

The words "Landlord" and "Tenant" as used herein shall include their respective heirs, legatees, devisees, executors, administrators, successors, personal representatives and assigns; and the words "he", "his", and "him", where applicable, shall apply to Landlord or Tenant regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Landlord or Tenant hereunder, the conditions and agreements herein of Landlord or Tenant shall be joint and several obligations of each such party.

**12. WAIVER**

The waiver of one breach of any term, condition, covenant, obligation or agreement of this Lease or the attached Rules and Regulations shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

**13. SEPARABILITY CLAUSE**

If any provision of this Lease or provision of the attached Rules and Regulations or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

**14. RESPONSIBILITY OF COSTS**

In the event that the Landlord institutes legal proceedings against the Tenant due to the Tenant's failure to perform an obligation, covenant or agreement contained in the Lease, Landlord shall, if he prevails, recover reasonable attorney's fees and expenses of said action from Tenant. Conversely, in the event that the Tenant takes legal action against the Landlord due to the Landlord's failure to perform an obligation, covenant or agreement contained in the Lease, Tenant shall, if he or she prevails, recover reasonable attorney's fees and expenses from the Landlord.

**15. DISHONORED CHECKS**

In the event that Tenant pays any costs required to be paid to the Landlord, and in the event that the payment is in the form of a check or negotiable instrument, and in the event that the check is dishonored for the fact that the account is closed, lack of funds, there is a stop payment order, or for any other reason, then such payment shall be deemed not to have been received by the Landlord, and the Landlord may proceed as if such payment had never been received. A charge of \$35.00 will be assessed to cover bank charges and bookkeeping costs for any check dishonored as stated above.

**16. PARK RULES AND REGULATIONS**

The Park Rules and Regulations are made a part of this Lease, and both the Landlord and Tenant agree to comply with the same.

**17. CONTINUATION OF LEASE TERMS BEYOND EXPIRATION DATE**

So long as the Tenant occupies the leased premises, the terms and conditions of this Lease shall remain in full force and effect until such time as a subsequent Lease is executed by both Landlord and Tenant, subject only to rental increases upon thirty (30) day written notice.

EXECUTED as an instrument under seal in duplicate on the day and date first written above.

\_\_\_\_\_  
**BIRCHWOOD VILLAGE MHP, LLC**

**X** \_\_\_\_\_  
**Tenant**

**X** \_\_\_\_\_  
**Tenant**