

Woodland Meadows Manufactured Housing Park Rental Agreement

Dated: _____, 20____

The parties to this lease agreement are Boot Hill, LLC d/b/a Woodland Meadows Manufactured Housing Park of Custer, hereinafter referred to as the Landlord, and _____, hereinafter known as the Tenant. In consideration of the rental payments hereinafter provided and the mutual covenants flowing between the parties, it is agreed and provided as follows:

1. The Landlord hereby leases to the Tenant, and the Tenant agrees to and does accept and lease from the Landlord that property located in Woodland Meadows Manufactured Housing Park, which is more specifically described as Lot _____ of Block 7 of Boot Hill Ranch subdivision, subject to all State and Local regulations and ordinances affecting the leased property now or hereinafter in force and any and all restrictive covenants of record.

2. The Tenant intends to and shall lease Lot _____, from _____20____, this rental agreement being on a month-to-month term. However, the Tenant shall give the Landlord Thirty (30) days notice of intent to vacate the premises, in writing, in order to legally terminate this rental agreement. Landlord also has the right to terminate this lease for any reason and without cause upon thirty (30) days written notice to vacate. This clause shall not limit the Landlord's rights or remedies under this lease or South Dakota law in the event of a default by the Tenant in which event the default provisions of this lease or South Dakota law shall govern the notice requirements, if any.

3. The Tenant shall pay to the Landlord a monthly rental _____ dollars (\$ _____) for the leased property herein, commencing on _____. Each monthly rental payment shall be due on the 1st day of each month and delinquent if not paid by the 5th day of each month. If said payment shall be delinquent, an additional \$5.00 per day will be charged to the Tenant. If at the end of a 5-day delinquent period, the said rental payment and penalty is not paid, the Tenant shall be considered to be in breach of this rental agreement, and the Tenant shall immediately and peacefully relinquish possession of the lot to the Landlord. The Tenant shall make rental payments to the Landlord at the Landlord's office or other place designated by the Landlord. A charge of \$30.00 plus bank charges shall be assessed to the Tenant for non-sufficient funds (NSF) checks received by the Landlord.

4. The Tenant represents and agrees that the property leased herein shall be occupied by a maximum of _____ person(s), of which _____ are children. (In order to make a most desirable home atmosphere for the tenants of Woodland Meadows Manufactured Housing Park and to prevent overcrowding of facilities, the Tenant shall obtain the consent of the Landlord before additional persons, other than children born to or adopted by them may reside in and occupy the manufactured home located on the leased lot).

5. Upon signing of this rental agreement, the Tenant shall deposit with the Landlord, the sum of Two Hundred Fifty Dollars (\$250.00) as security deposit to assure the Landlord of the good faith intentions of the Tenant to comply with the terms of this rental agreement, and shall be for any rents owed, cleanup, maintenance, repairs, destruction or damage to property and termination of utility connections required as a result of Tenant's occupancy herein. Upon the termination of this rental agreement, the Landlord shall return said deposit to the Tenant, unless the Landlord determines that all or a part of same shall be expended for the aforesaid purposes in which case the Landlord shall retain all or part of said deposit. The Landlord shall have the right to retain all or any part of said deposit for any delinquent rent due.

6. Upon signing of this rental agreement, the Tenant shall deposit with the Landlord, the sum of Five Hundred Dollars (\$500.00) as a deposit for the Landlord provided water meter and backflow preventer valve to assure the Landlord of the good faith intentions of the Tenant to return said meter and valve upon termination of this rental agreement. Upon the termination of this rental agreement, the Landlord shall return said deposit to the Tenant, unless the Tenant fails to return the water meter and valve in good working condition within 24 hours of vacating the leased property.

7. The Tenant shall not assign, mortgage, or encumber this lease, nor sublet or assign the leased lot or the Tenant's manufactured home or any part thereof without first obtaining the written consent of the Landlord. It is also understood that all manufactured homes located within the boundaries of Woodland Meadows Manufactured Housing Park are for the express domain of the Tenant and not for rental use. The use of the leased property shall be in a lawful manner and for a lawful purpose, and in occupying and using the leased premises the Tenant shall fully comply with all applicable federal, state and local laws.

8. The Tenant shall be responsible for damage to or destruction of any of the Landlord's property on the leased lot or in the Woodland Meadows Manufactured Housing Park which is caused by the negligent or intentional acts or omissions of the Tenant, his family or guest and the Tenant agrees to reimburse and pay the Landlord for any such damages or destruction. The Tenant shall indemnify, save and hold harmless the Landlord against and from all liability, claims,

actions, demands, damages or expenses arising out of the Tenant's, his family's and guests; use, possession and occupancy of the leased premises.

9. The Tenant shall not commit or permit any waste or unsightly debris to accumulate upon the leased property, and upon the termination of this rental agreement the Tenant shall peaceably surrender and vacate the leased property to the Landlord, and the Tenant shall return said leased property to the Landlord in as good condition as it was at the beginning of this rental agreement, reasonable wear and tear by the elements excepted.

10. The Landlord, its agents or employees shall have the right to enter upon the leased property at all times for the purpose of the general management and operation of the Woodland Meadows Manufactured Housing Park and for the purpose of examining or inspecting said property or for making any repairs or maintenance deemed necessary by the Landlord and to further determine if the Tenant is complying with all of the terms and conditions to be performed by him in this rental agreement.

11. The Tenant, at his own expense, shall be responsible for the installation and removal of his manufactured home upon and from the leased lot, including the blocking, anchoring, and skirting of it. Tenant's manufactured home shall be skirted within thirty (30) days from the date it is placed upon the lot. Skirting shall be of metal, simulated stone or wood that has been treated with a fire-retardant base and is to be finished to coordinate with the color of the manufactured home. The Landlord shall have the right to approve said skirting and designate any changes deemed necessary. The Tenant shall properly maintain his skirting, repainting and repairing it when necessary.

12. The Tenant shall pay for all utilities, including but not limited to: water, sewer, gas, electricity, telephone, garbage and cable television, and all installation costs and deposits required. Electricity has been provided for each lot on an individual meter basis. The Tenant shall be responsible, at his own expense, to pay for any electric meter deposit and to order water, sewer and electrical connections to the lot and to terminate these connections prior to moving from the lot. All services will be underground.

13. The Tenant shall be responsible for removing snow, ice, and other debris from their off-street parking spaces, patio and walkways on his lot, and the Tenant shall keep and maintain the same clean and safe at all times. The Tenant shall indemnify, save and hold harmless the Landlord from any and all claims, liability or damages caused to persons or property which may arise out of the Tenant's negligence and failure to maintain same free from snow, ice, and other debris.

14. The Tenant shall be responsible for frozen or broken water risers. All heat tapes and insulation of water piping will be the responsibility of the Tenant. The Tenant shall at all times give and permit easy and unobstructed access to the water shut-off or curb box and shall not tamper with or turn water on or off without the consent of the Landlord and the City of Custer. The Tenant shall be responsible for all clogged, plugged, broken or frozen sewer services and lines of the leased lot and shall repair same at his own expense. The use of 1/2 inch or 5/8 inch water line is not allowed. Glued joints between ABS (black) sewer pipe and PVC (white or cream) is not permitted. Duct tape is not approved.

15. Due to the extensive underground pipes and wires that are buried close to the surface of the ground, no Tenant shall dig holes, plant a garden, or otherwise disturb the ground without receiving approval from the Landlord by submitting a sketch of what the Tenant intends to do and by locating all utilities through One Call to insure that none of the utilities will be disturbed.

16. The Tenant agrees to maintain and water his lawn, to keep it free of litter, and to be prudent and careful in adjusting the grass cutting height of his lawnmower and further agrees to cut to mow the grass on the leased premise three inches high when needed. The Landlord shall have the right to mow the Tenant's grass if, in the opinion of the Landlord, the grass is too high and shall have the right to charge the Tenant a reasonable amount.

17. The Landlord has provided each lot with cable television connections and facilities. The Tenant is prohibited from installing any kind of TV antenna, satellite dish or special aerials for radios, ham radios, or similar equipment on the leased lot or on his manufactured home without first receiving approval from the Landlord.

18. Upon a manufactured home first being placed on a lot the Landlord will provide finish grading, lawn seeding, a minimum of two trees, sidewalks and a paved 20' by 25' parking pad at the Landlord's expense. The tenant agrees to maintain the same during the term of the rental agreement.

19. The tenant agrees that no business will be operated out of his home without the approval of the both the Landlord and the City of Custer.

20. The Landlord covenants and agrees that the Tenant, on paying the rent herein provided for, and upon performing all the other terms and conditions herein contained on the part of the Tenant to be kept and performed, shall during the term of this rental agreement, peaceably and quietly have, hold, and enjoy the leased property for the full term of this rental agreement. The Tenant will respect the rights of his neighbors to the quiet use and enjoyment of their leased lot

without interference, and the Tenant shall not permit unusually loud, unruly, and disturbing parties and gatherings in such numbers and at such hours as to create a disturbance to other residents of Woodland Meadows Manufactured Housing Park. All musical instruments, radios, televisions, and stereo equipment shall be tuned and played by the Tenant so as not to annoy other residents in the park.

21. Children shall play only on their own lot area, and at no time will they be allowed to play in the streets. Lot lines have been defined and established for each lot, and the lot leased herein shall be for the exclusive use of the Tenant. No swings or other playground equipment shall be allowed upon the leased lot with out the Tenant first receiving approval from the Landlord.

22. All wiring, plumbing, awning, porches, decks, screens, storage sheds and other installations and construction made by the Tenant upon the leased lot must first be approved by the Landlord and must comply with all applicable laws, including zoning and building codes. All storage sheds must be made of wood, must have a floor and must be finished to coordinate with or compliment the Tenants home, metal sheds are not permitted and no sheds may be larger than 12'x12'. Examples of acceptable sheds will be provided by the Landlord upon request.

23. The Tenant shall keep no pets on the leased lot without first obtaining the approval of the Landlord, signing the Pet Addendum to this rental agreement, and abiding by the conditions set forth in the Pet Addendum. Cats and dogs must be confined within the manufactured home at all times, or confined within the Tenant's lot site by a chain or similar restraint. At no time shall the Tenant permit his pet to run loose. A size limitation of 35 pounds is in effect for full-grown dogs. Puppies must be of a breed that is no more than 35 pounds when full grown.

24. In the event that the Tenant offers his manufactured home for sale while it is sitting on the leased lot, the Tenant may place a typical realtor "For Sale" sign on his lot. No other types of advertising signs will be permitted without the approval of the Landlord.

25. Each lot site is provided with off street parking. The Tenant, or the Tenant's family and guests shall not park vehicles in the street in such a manner that will obstruct traffic, nor block the parking areas of other lot sites. The Tenant shall not park motor vehicles on the lawn of his leased lot, nor shall the Tenant make any repairs or overhaul of vehicles or boats on the leased lot, nor shall Tenant engage in any type of spray painting upon the lot or within the Woodland Meadows Manufactured Housing Park. The Tenant shall not park vehicles that are not in running condition or vehicles that are not licensed for the current year within the boundaries of Woodland Meadows Manufactured Housing Park. Recreational vehicles, horse trailers or other vehicles of the type shall not be parked within the boundaries of Woodland Meadows Manufactured Housing Park. Motor Homes under 20 feet will be allowed, provided they can be parked on the Tenant's parking area and not parked in the street. The speed limit through Woodland Meadows Manufactured Housing Park is 15 miles per hour.

26. In the event that the Tenant should at any time abandon or vacate his manufactured home and its contents on the lease property, the Landlord shall have the right to retain possession of same without liability until the Tenant has complied with all of the terms and conditions to be performed by him in this rental agreement. The Landlord shall have the right at any time to inspect and enter without liability the Tenant's manufactured home situated on the leased property for the purpose of determining if it has been abandoned or vacated by the Tenant. Further, in such an event, the Tenant agrees that he shall be deemed to have abandoned his said property to the Landlord, and the Landlord shall have the right to remove such property from the leased premises and store same in any warehouse or at any other place at the expense and risk of the Tenant, and the Landlord shall have the right to sell any such property at public or private sale, or, if it can not be sold, may dispose of it any other manner without liability. The Tenant hereby waives all claims for damages which may be caused by such aforesaid action on the part of the Landlord as herein provided, and the Tenant shall save and hold the Landlord harmless from any cost, loss or damages occasioned the Landlord thereby. The Tenant hereby waives all rights of homestead exemption in such property to which he may be entitled under the laws of the State of South Dakota.

27. Tenant hereby grants to Landlord a possessory lien in Tenant's manufactured home to secure payment of all obligations due hereunder, which lien may be enforced in like manner as other liens under applicable South Dakota law.

28. It is agreed between the Tenant and the Landlord that time of the rental payments as herein specified shall be of the essence of this rental agreement, and the failure of the Tenant to timely make any of said rental payments or the failure of the Tenant to otherwise fulfill any of the covenants and conditions herein shall entitle the Landlord to re-enter and take possession of the leased premises immediately and forthwith, and to hold and enjoy the same without such re-entry working a forfeiture of the rents to be paid and the covenants and conditions to be performed by the Tenant for the full term of this rental agreement. In the event of such re-entry and retaking of possession, then the Landlord may relet the premises in the Landlord's own name and the Landlord shall use all reasonable efforts to do so and if the full rental herein above specified shall not be realized, the Tenant hereby agrees to and shall be liable of payment of the deficiency. In the event of such re-entry, the Landlord may remove all persons and property of the Tenant from the lease property and may store such property in a warehouse or any other place for the account of, and at the expense and risk of the Tenant. The Tenant hereby waives all claims for damages which may be caused by such re-entry and taking possession of the premises

or removing or storing the Tenant's property as herein provided, and the Tenant shall save and hold the Landlord from any cost, and the cost, loss or damages occasioned the Landlord thereby, and no such re-entry shall be considered or construed to be a forcible entry. In the event of such default or failure on the part of the Tenant, and upon notice thereof by the Landlord to the Tenant, the Tenant shall forthwith immediately vacate and surrender said leased property and give immediate peaceable possession thereof to the Landlord. It is specifically agreed and understood between the parties hereto that the waiver by the Landlord of any default hereunder at any time on the part of the Tenant shall not constitute a waiver by the Landlord of any other or subsequent default by the Tenant, and this provision shall not limit, but shall be cumulative and in addition to any remedies or rights otherwise afforded to the Landlord under the laws of the State of South Dakota, in the event of default by the Tenant.

29. In construing this rental agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular of plural in any place in which the context requires.

30. This rental agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota.

31. This rental agreement shall be binding upon, inure to, and extend to the parties hereto, their heirs, executors, administrators, successors, and assigns, if any there be.

32. The specified remedies to which the Landlord may resort under the terms of this rental agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision of this rental agreement, or by the Tenants abandonment of vacancy of his manufactured home and its contents.

33. It is agreed between the parties hereto that if any provision of this rental agreement is held invalid, such invalidity shall not effect the other provisions or application of the other provisions of this rental agreement which can be given effect without the valid provision, and to this end the provisions of this rental agreement are declared to be severable, and the remainder of this rental agreement shall continue in full force and effect.

34. The Tenant agrees and covenants that he will not sue or make claim against the Landlord for damages or injuries sustained by the Tenant as a result of fire, theft, wind, flood, water, or acts of God and the Tenant expressly releases the Landlord from liability for same. The Landlord shall not be liable for the failure or stoppage of the supply of electricity or other utilities, nor the stoppage, leakage or bursting of water, sewer, or other similar facilities. Any interruption of utility services shall never be deemed an eviction or disturbance of the Tenant's use and possession of the leased property, or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performing his obligations under this rental agreement.

Woodland Meadows Manufactured Housing Park

Manager

Tenant

Tenant