

**KINGSBURY MANOR MOBILE HOME PARK
SPACE RENTAL AGREEMENT
Nevada Revised Statutes (N.R.S.) Chapter 118B
N.R.S. §§ 118B.040, 118B.045, 118B.050**

THIS RENTAL AGREEMENT (“**Agreement**”) is made as of the _____ day of _____, 20____ (the “**Effective Date**”), by and between BRENDON M. HALL, Trustee of the DONALD T. HALL & PEGGY HALL TRUST, DATED APRIL 17, 1972, affectionally known as “The Hall Trust” (“**Landlord**”), and

Primary Tenant,
Primary Tenant,
Tenant,
Tenant,

Collectively, Landlord and Tenant are referred herein as “**Parties**”.

IN CONSIDERATION of the agreements and covenants hereinafter set forth and the Exhibits referred to herein and attached to this Agreement, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the Premises (as defined in **Section 2.4**), upon the following terms and conditions:

1. DEFINITIONS.

These definitions set forth in this section shall apply unless the context indicates that a different meaning is intended. Additional definitions may appear throughout this Agreement, in which the word or phrase being defined is notated by “parenthesis”.

1.1 “Landlord” is identified as Brendon M. Hall, Trustee of DONALD T. HALL & PEGGY HALL TRUST, DATED APRIL 17, 1972, affectionally known as “The Hall Trust”, an irrevocable trust within the State of Nevada, and shall include the Landlord’s representatives, employees, agents, and Park Manager, and shall mean landlord for interpreting any applicable laws or regulations.

1.2 “Tenant” or “Primary Tenant” is the individual, partnership, corporation or trust listed on the title to the mobile or manufactured home which is or will be parked as the assigned space within the Park. Any persons, officers, trustees, or executors named as the Primary Tenant must be 18 years of age or older as of the date of execution of this Agreement.

1.3 “Additional Tenant(s)” is/are other person(s) who lawfully occupies the manufactured home and is listed herein this Agreement.

1.4 “Resident” or “Sub-Tenant” is an occupant who rents from a Primary Tenant, and has executed a sublease agreement with Landlord.

1.5 “Guests” is an invitee or person, who is not identified on this Agreement, whom the Tenant or Resident has invited or permitted to visit or is allowed or has been granted permission to enter the Tenant’s or Resident’s dwelling or space of which has been identified as the Premises, or as respect to this Agreement, the Park.

1.6 “N.R.S.” refers to Nevada Revised Statutes.

1.7 “Chapter 118B” means those provisions of the Nevada Revised Statutes Chapter 118B which is Nevada Law governing the operations of Manufactured and Mobile Home Parks in the State of Nevada.

1.8 “Rules and Regulations” or “Covenants” is the document provided to each Tenant and Resident which has been developed as a basis for good relations with Kingsbury Manor Mobile Home Park, its Landlord and Management, and the Residents and Tenants.

1.9 “Pro-Rata Share” is defined as taking a cost or charged paid by the Landlord, dividing it by the number of spaces in the community producing the amount born, charged, or otherwise due by each Tenant in the form of an additional rent charge.

1.10 “Property Tax Charge” is defined as a separate component of monthly rent which reflects a Tenant’s monthly pro-rata share of property taxes paid by Landlord. Landlord shall notify all Tenants of the Park-wide preliminary tax assessment if charged by Landlord as additional rent 90 days before that period’s charges are incurred by Landlord and subsequently billed to Tenant.

1.11 “Landlord’s Approval” or “approval of Landlord,” “Landlord’s consent” or “consent of Landlord” or other similar terms as used in this Agreement or in other documents referred to in this Agreement, means that the Landlord’s prior written approval must have been obtained by Tenant. If Landlord’s prior written approval is required, Tenant shall submit a written request to Landlord which describes the action Tenant proposes to take and requests Landlord to give prior written approval before Tenant commences any such action requiring Landlord’s approval.

2. PREMISES.

2.1 “Park” in the context of this Agreement is defined as the Kingsbury Manor Mobile Home Park, comprising 32 Spaces of varying sizes and shapes, located in Douglas County, Nevada, with the physical address of **201 Manor Drive, Stateline, Nevada 89449**. The Park reflects a portion of a larger parcel with a Douglas County Assessor Parcel Number of 1318-23-401-019. (See Assessor *Plat Map* in **Exhibit A**.)

2.2 “Space”. The term “Space” is defined as one of the 32 designated and delineated spaces in which a manufactured or mobile home may be set for residential purposes. The rented Space comprises a perimeter fence and pedestrian gate(s), utility (potable/municipal water, sewer, and electrical) connections, and trees. (See *Site Map* in **Exhibit B**.)

(a) **“Homesite”.** The term “Homesite” may be used interchangeably with “Space”, with an added reference of the Tenant’s manufactured home being set upon the Space.

2.3 “Driveway” is the asphalt-paved parking spaces located in front of and assigned to each respective Space, which are of sufficient width for two passenger vehicles, and is intended for the exclusive and limited use, via a permit given by Landlord, to the respective Tenants or Residents.

2.4 “Premises”. The Premise is defined specifically as **Park Space No. _____**, with approximate dimensions of _____ feet in width and _____ feet in depth. ♦ N.R.S. § 118B.040(3)(k)

(a) Tenant acknowledges and agrees that if the actual dimensions of the Space are smaller than the above stated calculations, Tenant is not entitled to a reduction in rent. All Space sizes are subject to change. Larger lots may be subject to additional lot rent and/or fees with respect to and according to size of Space.

(b) Along with the Premises defined in **Section 2.4** above, Landlord grants Tenant a restricted license, limited by the Terms stated herein, for the exclusive use of the asphalt-paved parking spaces located directly in front of each respective Space, which are of sufficient width for two passenger vehicles (referred hereafter as “Driveway” or “Driveways”). See **Section Error! Reference source not found..**

(c) Any other amenities or services offered by the Park, but specifically set forth hereunder, are not part of this Agreement and Landlord shall have no responsibility to maintain or continue same. Moreover, before tenants are entitled to a reduction of rent due to an elimination of a service or amenity, the Landlord must be given a reasonable time to replace the amenity or service. ♦ N.R.S. § 118B.153

(d) Resident acknowledges that he/she has inspected the Premises, that the Premises has been delivered to Resident under this Agreement in good order and condition, and that the same is accepted in the present condition, as is.

3. RENT, PAYMENT, AND CHARGES. ♦ N.R.S. § 118B.040(3)(b)

3.1 Rental Term. The Rental Term for this Agreement is a *Periodic Lease*, commonly known as *month-to-month* rental, whereas the term shall commence on the _____ day of _____, 20____ and thereafter perpetually recommencing on the first day of each subsequent month and terminating at midnight on the last day of that month until otherwise terminated. ♦ N.R.S. § 118B.040(3)(a)

3.2 Base Rent. The rent for the Space shall be \$750.00 per month, payable monthly in advance on the first day of each calendar month. Should the first day of the month fall on a weekend or federally observed holiday, then the rent should be delivered on or before the last business day prior to the weekend or federally observed holiday. A grace prior will be extended to no later than the end-of-day on the first following business day. The first month's rent may be prorated.

(a) Any Tenant monetary obligation arising under this Agreement shall be considered rent.

(b) Periodic rent (monthly base rent) may be increased upon written notice received by the Tenant 90 days before the first payment is to be increased. ♦ N.R.S. § 118B.150(3)

(c) Landlord may provide discounts to the base rents as provided by Chapter 118B.

3.3 Payment. Rent Shall be paid by check, or money order, payable to and delivered by US mail or hand to Landlord at the address listed below:

By US Mail

The Hall Trust
Post Office Box 3690
Stateline, Nevada 89449

By Hand Delivery

The Hall Trust
201 Manor Drive
Stateline, Nevada 89449

(a) Payments made in person may be delivered to Landlord's office between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday.

(b) Rent paid by cash should be made in the exact amount due.

(c) Absent of a payment agreement signed by both Tenant and Landlord, partial payment of rent will not be accepted by Landlord and failure to pay the entire rent when due constitutes a breach of this Agreement.

3.4 Dishonored Checks. ♦ N.R.S. §§ 118B.140(3)(b); 205.130; 597.960, An assessed service fee of \$25.00 will be imposed for each check dishonored for any reason. When a check is dishonored upon first presentation, an invoice will be issued for the service charge and any applicable late charges due through the date when good funds are received. The replacement funds must include the \$25.00 service fee and applicable late charge due through the replacement date. The following restrictions apply:

(a) Dishonored checks will not be re-deposited and must be replaced by cash or cashier's check.

(b) Money orders or personal checks will not be accepted as replacements for dishonored checks.

(c) Landlord reserves the right to refuse to accept personal checks in the event Tenant has presented two checks dishonored by any bank in a 12-month period.

3.5 Late Rent, Fees. In the event monthly rent is not paid in full on or before the fifth (5th) day of the month, an additional late fee(s) will be charged and added to rent due, in the maximum amount allowed by Chapter 118B. Late fees continue until payment in full of the rent and late fees. ♦ N.R.S. § 118B.140(3)(b)

3.6 Other Charges. Charges that Tenant may also pay as additional monthly charges or as additional rent, due on the first day of each month if Tenant incurs such a charge as allowed by Chapter 118B, and further discussed in the Park's Rules and Regulations.

(a) Damage(s) or Destruction to Park Property by Tenant or their guests or hired person(s) will be assessed at actual costs, including any filing fees, claim or legal fees.

(b) Landscape Maintenance Fee (if applicable) will be assessed at the actual cost of the service should a Tenant not regularly maintain their yard and Landlord causes maintenance to be performed.

(c) Space Clean up Charges (if applicable) will be assessed at the actual cost of the service during, or upon vacancy.

(d) Pet Violation Fees are assessed at \$25.00 per incident. Visit the Park's Rules and Regulations for potential violations.

(e) Guests staying more than a total of 60 days in a calendar year (January 1st through December 31st) will be charged a fee of \$10.00 per day. (See **Section 5.4** for Guests who intend to stay for a period greater than 60 days in a calendar year.)

(i) Failure to report and pay the assessed fee for guest(s) who stay in the Park for a period greater than 60 days within a calendar year is a material breach of this Agreement and may result in the termination of this Agreement.

(f) With exception of a Rent Delinquency and Termination Notice (commonly referred to as "pay or vacate" or "pay or quit"), any Tenant who fails to comply within the prescribed period to any demand or directive given by Landlord or Management will be assessed a Failure to Comply with Notice Fee of \$25.00 per day.

(g) Speeding in the Park—by either a Tenant or their guest—as determined by Management may result in a fee of \$25.00 assessed against Tenant. Third offense may result in termination of this Agreement. Any reckless driving or damages resulting from reckless driving will be reported to the county sheriff and this Agreement may be terminated.

3.7 Additional Rents. Landlord may charge as additional rents with a 90-day notice to Tenant, Tenant's pro-rata share of some charges, costs or amounts paid by Landlord for property tax; sales tax; state, local or federal taxes assessed; water and/or sewer fees or costs associated with bringing or supplying those items or services to Tenant; and/or government required; and/or capital improvements to the Park. Should Landlord elect to charge Tenant for any item under this paragraph, Landlord will charge as directed by Chapter 118B.

3.8 Property Taxes. Tenant shall pay directly to the assessing body or party, when due, all municipal, county, state and federal property taxes on Tenant's manufactured home and other property owned by Tenant, and other taxes levied upon the Premises, Tenant, or Landlord in connection with the use and occupancy of the Premises by Tenant. This includes property taxes on accessory equipment and structures (including, but not limited to, awnings, skirting, storage sheds, garages, steps, and porches) and other improvements made or installed by Tenant, former Tenants or by persons other than Landlord.

3.9 Capital Improvements. ♦ N.R.S. § 118B.100 Landlord may be reimbursed by Tenant the cost of a capital improvement, to be recovered in an additional monthly charge. Tenant will be provided with a 60-day notice of the proposed capital improvement, its projected costs, life expectancy, the proposed pro-rata share of the costs, and the length of time the charge will be collected.

4. SERVICES AND UTILITIES.

4.1 The following utilities and services are available to Tenant at the time of this Agreement. Landlord may modify the manner of delivery and billing for such services and utilities.

	Gas	Electricity	Water	Sewer	Trash	Cable TV, Phone, Data
Included in Rent	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sub-metered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pro-rated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Billed by Supplier	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

4.2 Each space is provided with telephone, cable, electricity, gas, water, and sewer; however, the party responsible for the maintenance and repairs of those utility lines, wires, pipes, or drains for each space are as follows
❖ N.R.S. §§ 118B.040(3)(d), (f); 090:

	Landlord's Responsibilities	Tenant's Responsibilities
Electricity	From utility provider to power meter pedestal.	From power meter pedestal to manufactured home.
Gas	From main gas line to gas meter.	From gas meter to manufactured home or other termination.
Water (potable)	From water main to the on/off valve.	From on/off valve throughout the entirety of the lot space.
Water (irrigation)	From water main to the on/off valve adjacent to each spigot.	From on/off valve throughout the entirety of the lot space.
Sewer	Main sewer lateral to connection with manufactured home.	From connection with sewer lateral to home, and within the home. Tenant also responsible for any tenant-caused (including tenant's guests) clogs or damages.
Trash	Landlord will periodically provide a large dumpster throughout the year for clean (organic) debris only. Tenants will be notified.	Tenant Agrees and acknowledges that they must contract with the local trash collection service that services the Park for a minimum of weekly pickups of trash for their home site. Trash service is required; Tenant may not store trash for self-disposal. No large or bulk items may be placed along the street or landscaped areas for disposal or pick-up.

5. USE AND OCCUPANCY.

5.1 The manufactured home and homesite shall be used only for private residential purposes and no business or commercial activity of any sort shall be conducted thereon. Occupancy of the premises shall be limited to two (2) individuals per bedroom plus one (1) or as may be regulated by Nevada or Federal Law. A bedroom is defined as a living space, at least 10' x 10', which is designed for sleeping and which has closet space and an egress window or door, but does not have plumbing.

5.2 The names and dates of birth of all persons who are to occupy the manufactured home on a permanent basis, or greater than 60 days within a calendar year, are as follows:

- (a) Name: _____ DOB: _____
- (b) Name: _____ DOB: _____
- (c) Name: _____ DOB: _____
- (d) Name: _____ DOB: _____
- (e) Additional names shall be listed as an Addendum to this Agreement.

5.3 Any additional persons other than those named above, over the age of 18 years, who is not considered a dependent, must complete a separate application to rent and be approved by Landlord prior to occupancy. Each applicant shall be responsible for any application or credit processing fees. Each applicant must acknowledge and agree to Park's Rules and Regulations.

5.4 Guests. ♦ N.R.S. § 118B.150(3)(h) All guests must be registered with Management within 48 hours for any overnight stays, regardless if the length of stay is less than 48 hours. Guests staying more than a total of 60 days in a calendar year (January 1st through December 31st) are subject to a daily fee as noted in **Section 3.6(e)** above.

(a) Any guest who intends to reside at the Premises for a term greater than 60 days within a calendar year must complete a tenant application, pay the application credit fee, be approved by Landlord, and added to this Agreement as an additional tenant and occupant. Any guest that is not approved by Landlord is not permitted to reside within the Premises.

(b) No agreement between a tenant and his or her guest alters or varies the terms of the rental contract between the tenant and the landlord, and the guest is subject to the rules and regulations of the landlord. ♦ N.R.S. § 118B.150(3)(i)

(c) Tenant is responsible for all guests, including their conduct and liabilities, and agree to inform them of the Park's Rules and Regulations.

6. ASSIGNMENT, SUBLETTING, AND RENTING. ♦ N.R.S. § 118B.040(3)(h)

6.1 Tenant shall not assign or sublet the Premises, or any part thereof, without the prior express written consent of the Landlord. Landlord reserves the right to refuse consent to any assignment or sublease and to require instead the tenant, proposed assignee, or sub-tenant enter into a separate rental agreement directly with Landlord upon termination of this Agreement. In the event Landlord consents to sublease, Tenant and the proposed Sub-Tenant shall be required to execute a Sub-Rental Agreement provided by Landlord. This provision shall apply regardless if Tenant has sold the manufactured home situated upon the premises and the proposed assignee or sub-lessee is the buyer of Tenant's manufactured home.

7. JOINTLY AND SEVERALLY.

7.1 The undersigned Tenant(s) is jointly and severally responsible and liable for all debts, liabilities, obligations arising from or relating to this Agreement.

_____ / _____ Tenant Initials

8. PETS. ♦ N.R.S. § 118B.040(3)(c)

8.1 This Agreement is subject to the local, state, and federal laws and ordinances regarding service animals.

8.2 Tenant shall refer to the Park's current Rules and Regulations regarding the provisions and restrictions pertaining to pets within the Park.

9. VEHICLES.

9.1 Each homesite was originally designed with adequate parking for a maximum of two passenger vehicles, and shall be limited by the same number.

9.2 Tenant warrants that any personal vehicle within the Park is fully operable, currently licensed, and properly insured by maintaining at minimum the State's required policy limits.

9.3 Tenant and all other occupants agree to adhere to the current Rules and Regulations pertaining to vehicles and parking.

10. INSURANCE.

10.1 Landlord does not carry public liability or property damage insurance for the benefit of or to compensate Tenant, Tenant's guest(s), or any other person from any loss, damage, or injury except those resulting from actions where Landlord would be legally liable for such coverage.

10.2 Landlord further does not insure, cover, or warrant any coverage to any vehicle or personal property belonging to Tenant that may be parked or kept in the Park.

10.3 All residents are responsible for protecting his/her personal property. Resident shall obtain, at his/her own expense, an insurance policy including bodily injury, property damage and personal injury of Resident or others or injury or death of any persons suffered on the premises during the term of this Agreement or in any way arising out of the use or occupancy of the premises by Resident or out of any act or omission or alleged condition of the premises. If Resident fails to obtain satisfactory coverage, Resident will assume financial responsibility for any claims that would normally be covered by such a policy.

10.4 In accordance with **Section 10.3** above, Tenant agrees to keep and maintain at all times, at their expense, adequate "Fire and Extended Coverage" insurance in addition to "General Public Liability" insurance with a minimum coverage of \$300,000. Additionally, Tenant will cause his/her insurance company to name The Hall Trust an ADDITIONAL INSURED and provide proof of same in writing from their insurance company to the Landlord annually. Failure to provide proof of continual insurance coverage may result in termination of this Agreement.

10.5 Tenant is encouraged to keep and maintain, at their expense, an Personal Property or Dwelling insurance policy sufficient to repair or replace the manufactured home along with all other personal property belonging to Tenant, whether the personal property kept within the home or outdoor storage, in the event of fire, flood, wind, snow, Acts of God, theft, or any other damage or loss.

11. HOMESITE STANDARDS.

11.1 Written Permission. Written permission MUST be obtained from Landlord prior to the commencement of any activity the result of which will change or alter the exterior appearance of the home or homesite, including exterior painting. Landlord reserves the right to issue a stop work order and rule violation for any work started without proper prior authorization.

(a) Tenants are cautioned that there are manufactured homes and homesites in the Park that contain accessory equipment and structures that no longer conform with current Park standards and regulations, or current Douglas County Codes. Nonetheless, Tenant may not assume their plans will be approved because they are the same as, or similar to, existing manufactured homes or homesites.

(b) Tenants who make any unauthorized modifications or changes to the exterior appearance of the home or homesite may be required to restore the home or homesite to its before condition at the Tenant's expense. Failure to do so may constitute a breach of this Agreement and may result in the termination thereof.

_____ / _____ Tenant Initials

11.2 Homesite Standards; Refer to Rules and Regulations. All Tenants are directed to the Park's Rules and Regulations, and any subsequent updates, modifications or changes thereof, for guidelines pertaining to homesite standards. Within Homesite Standards section of the Park's Rules and Regulations, the following categories are covered:

(a) Written Permission must be obtained prior to any changes or modifications to the home or homesite prior to commencement thereof.

(b) Landscaping and Space Maintenance. ♦ N.R.S. § 118B.090

(c) Government Permits, Contractor Requirements

(d) Additions, Extensions, Enclosures, and Improvements.

(e) Skirting and Siding.

(f) Porches, Decks, Steps, and Rampways.

(g) Patio Furniture, Grills.

(h) Hot tubs and Spas.

(i) Air Conditioning, Evaporative "Swamp" Coolers.

(j) Antennas, Satellite Dishes

(k) Sheds, Greenhouses, Lean-tos, Ground Coverage

(i) Grandfathering rights.

(l) Carports, Awnings, Windows.

(m) Outside Storage.

(n) Fences and Gates.

(o) Driveways and Walkways.

(p) Display of the United States Flag; Holiday Decorations.

(q) Political Signs.

(r) Common Areas.

(s) Handicap Access.

(t) Tie Downs.

(u) Hitches.

- (v) Setbacks.
- (w) Outdated Standards.
- (x) Construction to HUD Standards.
- (y) Newly Installed Homes.
- (z) Health Codes and Home Safety.
- (aa) Destroyed Homes.
- (bb) Vacating a Site.
- (cc) Rundown Condition.

12. FIXTURES.

12.1 All landscaping (trees, shrubs, materials) and structures or other improvements permanently attached to or embedded in the ground shall become a part of the Premises upon their installation and belong to the Landlord. Upon Tenant vacating the homesite, such improvements shall remain upon and be surrendered with the homesite. Landlord may, however, at its sole option, permit or require Tenant to remove, at his own expense, said improvements. Tenant shall repair any damage to the homesite caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

13. WATER USAGE AND MANAGEMENT.

13.1 The individual Spaces within the Park are not individually metered. The cost of the water consumed, and the amount of waste generated directly influences the monthly rental rate. Each Tenant is responsible for the maintenance of their water connection, pipes, faucets, and drains, and to ensure that none are causing or contributing to waste. Landlord will comply with all local, county, and state water conservation efforts as necessary.

14. SALE OF HOME; APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENT ♦ N.R.S. § 118B.170

14.1 Prior to Selling. Tenant may sell his/her manufactured home at any time pursuant to the rights and obligations of Tenant and Landlord under applicable law.

(a) Prior to selling, Tenant (Seller) must immediately notify Landlord in writing of the intention to sell his/her manufactured home. Such notification shall be via way of completion of a Notice of Intent to Sell form available from the Management office.

(b) Landlord may, in order to upgrade the quality of the Park, require (i) the removal of a home from the homesite upon the sale to a third party and (ii) the termination of this Agreement, in accordance with the Rules and Regulations and applicable state and local law. The request to remove the manufactured home from the park may be made if it is deemed by the Park's written Rules and Regulations to be in a run-down condition, or in disrepair, or does not meet the safety standards set forth in ♦ N.R.S. § 461A.120. Landlord does not bear the responsibility or cost of the removal of the home—Seller and Buyer are to determine among themselves who will cover the cost and take responsibility of removing the home.

_____ / _____ Tenant Initials

14.2 Home which is to Remain in Park. Should Landlord permit the home to remain in the Park, the Seller must, at his/her cost:

- (a) Have the home inspected by a licensed manufactured home inspector.
- (b) Submit a copy of the inspection report to Landlord.
- (c) Make all necessary repairs to the home as identified in the inspection report—prior to selling—including, but not limited to any defects pertaining to structure, safety, security, or cosmetics. Landlord will not recognize a sale or transfer if repairs and upgrades are not completed prior to the sale, or if the home does not meet the Park's or County's current codes and/or standards at the time of sale.
- (d) Upon completion of the repairs or defects, yet prior to completing the sale transaction, Seller is provide Landlord with a letter from the original inspector certifying that all noted deficiencies have been corrected.

_____ / _____ Tenant Initials

14.3 A Prospective Buyer must perform the following before occupying the manufactured home which is intended to remain in the Park:

- (a) Complete and submit an application to rent, along with application fee.
- (b) Be interviewed and accepted by Landlord.
- (c) Execute a space rental agreement or other agreement for the occupancy of the Space.
- (d) Execute and deliver to Landlord an Acknowledgement of the receipt and understanding of the current (effective) Rules and Regulations and other residency documents.
- (e) Provide proof of exchange of ownership though a licensed dealer, or if no dealer is involved, in the sale, appear with Seller at Manager's office for completion of appropriate documents to facilitate change in ownership.

_____ / _____ Tenant Initials

14.4 Approval of Buyer. Landlord requires and determines the approval of each prospective buyer and tenant, and shall:

- (a) Post and maintain a sign which is clearly readable at the entrance to the park which advises the reader that before a manufactured home in the park is sold, the prospective buyer must be approved by the Landlord.
- (b) Inform the prospective buyer and tenant upon the submission of the completed application of the duty of the Landlord to approve or deny the completed application within 10 business days after the date of submission of the completed application.
- (c) Approve or deny a completed application from a prospective buyer and tenant within 10 business days after the date of the submission of the application.

_____ / _____ Tenant Initials

14.5 Failure to Comply. If the buyer fails to complete any of the foregoing steps, or fails to execute the Park's Rental Agreement, he/she shall have no rights of tenancy. Any other occupant over the age of 18 years must follow the same procedures to qualify for tenancy.

_____ / _____ Tenant Initials

14.6 Sold Without Approval. If the manufactured home is sold without the approval of the Landlord, then Landlord may:

(a) After providing at least 5-days' written notice to the buyer and tenant, bring an action for an unlawful detainer in the manner prescribed in Chapter 40 of N.R.S.; or

(b) Require the buyer and tenant to sign a rental agreement. If the buyer and tenant refuse to sign the rental agreement within 5 days after such a request, Landlord may, after providing at least 5-days' written notice to the buyer and tenant, bring an action for an unlawful detainer in the manner provided in Chapter 40 of N.R.S.

_____/_____
Tenant Initials

14.7 Tenant At Will. ♦ N.R.S. §§ 40.251; 118B.1750(5)(a-c) A person who:

(a) Purchases a manufactured home from a tenant of a manufactured home park which will remain in the park;

(b) Was required to be approved by the Landlord of the manufactured home park before the sale of the manufactured home; and

(c) Was not approved by the Landlord before the completed purchase of the manufactured home, shall be deemed a Tenant at Will and a lessee of the manufactured home park.

_____/_____
Tenant Initials

15. RULES AND REGULATIONS. ♦ N.R.S. § 118B.100

15.1 Tenant hereby acknowledges that, prior to entering into this Agreement, Landlord delivered to Tenant a copy of the Rules and Regulations for the Park related to the use and occupancy of the premises and the Park. Tenant and all other occupants have read, understands, and agrees to abide by said Rules and Regulations, which may be amended from time to time by Landlord with proper notice to Resident in accordance with the notification requirements of Nevada law. A copy of the current Rules and Regulations is included with this Agreement, and it is incorporated herein as though set forth in full. Tenant and all other occupants and guests shall comply with said Rules and Regulations and the terms of this Agreement. Any breach of said Rules and Regulations shall be treated as a breach of this Agreement and subject to termination proceedings as allowed by Nevada law.

15.2 Tenant acknowledges receipt herewith of a copy of these Rules and Regulations, Chapter 118(B) of the Nevada Revised Statutes, and disclosure of zoning designations adopted pursuant to Chapter 278 of the Nevada Revised Statutes.

_____/_____
Tenant Initials

16. NUISANCE OR VIOLATIONS—MAINTAINING AND REPORTING. ♦ N.R.S. §§ 118B.040(3)(l), (m); 202.470

16.1 Maintaining or Permitting a Nuisance. ♦ N.R.S. § 202.470. Any person who commits or maintains a public nuisance for which no special punishment is prescribed, or who willfully omits or refuses to perform any legal duty relative to the elimination of such nuisance, or who lets or permits to be used any home or homesite or portion thereof knowing that it is intended to be or is being used for committing any such nuisance, shall be guilty of a misdemeanor.

16.2 Procedure for Reporting Nuisance or Violations. ♦ N.R.S. § 244.360

(a) A Tenant who observes or becomes aware of a nuisance shall first report said nuisance to Landlord or Park Management, in which Landlord or Park Management shall take steps to investigate and eliminate such nuisance within a 72-hour period.

(b) At any time, Tenant may report said nuisance to other agencies as may be appropriate without fear of retaliation or recourse. Agencies responsible for elimination of nuisances may include, but are not limited to:

Agency	Phone
Manufactured Housing Division	(775) 684-2940
NV Division for Aging Svc. / Elder Protective Svc.	(888) 729-0571
Douglas Co. Animal Services	(775) 782-9061
Douglas Co. Sheriff	Emergency: 911; Non-Emergency: (775) 782-5126

17. DISPLAY OF THE UNITED STATES FLAG. ♦ N.R.S. §§ 118B.040(3)(n); 118B.143

17.1 Residents are permitted to fly or display the flag of the United States of America in accordance with ♦ N.R.S. § 118B.143. Kingsbury Manor Mobile Home Park requires that no flagpole taller than twenty (20) feet be erected or utilized, and that no flag larger than three feet by five feet (3' x 5') be flown or displayed. Display of the United States flag means a flag of the United States that is made of cloth, fabric, or paper; displayed from a pole or staff or in a window; displayed in a manner that is consistent with 4 U.S.C. Chapter 1 and the guidelines as directed for proper display and respect of the United States flag. Torn or shredded flags must be removed promptly.

17.2 The National League of Families POW/MIA flag is permitted to be flown, consistent with ♦ 36 U.S.C. § 902, so long as it is flown or displayed directly below, and be no larger than, the United States flag.

18. TERMINATION OF TENANCY.

18.1 Termination of Tenancy by Landlord. ♦ N.R.S. § 118B.200 The Landlord may terminate this Rental Agreement and demand the Tenant to vacate the Premises for any continuing breach of this Rental Agreement or the Communities Rules and Regulations. Any termination must be conducted in accordance with Nevada Law and Chapter 118B. Grounds for termination include, but are not limited to:

(a) Tenant's failure to pay rent, utility charges, or reasonable service fees within 10 days after written notice of delinquency served upon Tenant in the manner provided in ♦ N.R.S. §§ 40.280; 118B.200(1)(a)

(b) Any Tenant who is not a natural person and who has received three or more 10-day written notices of delinquency for failure to pay rent in the preceding 12-month period may have his or her tenancy terminated by the Landlord for habitual failure to pay timely rent. ♦ N.R.S. § 118B.200(2)

(c) Failure of Tenant to correct any noncompliance of a law, ordinance or governmental regulation pertaining to manufactured homes, or a valid rule or regulation established pursuant to N.R.S. § 118B.100, or to cure any violation of this Agreement within a reasonable time after receiving written notification of noncompliance or violation. ♦ N.R.S. § 118B.200(1)(b)

(d) Any Tenant's conduct, or the conduct of any other occupant under the Tenant's care, that annoys or interferes with the other resident's peaceful enjoyment, or Landlord's or Management's ability to operate the Park, or violation of a law or ordinance. ♦ N.R.S. § 118B.200(1)(c)

(e) Violation of any valid rule of conduct, occupancy, or use of Park after written notice of the violation is served upon Tenant in the manner provided in ♦ N.R.S. §§ 40.280; 118B.200(1)(d)

(f) Conduct of Tenant, or any other occupant under the Tenant's care, which constitutes a nuisance as defined in ♦ N.R.S. § 40.140, or which violates a state law or local ordinance, specifically including, without limitation: ♦ N.R.S. § 118B.200(f)(1-7)

- (i) Discharge of a weapon;
- (ii) Prostitution;
- (iii) Illegal drug manufacture or use;
- (iv) Child molestation or abuse;
- (v) Elder molestation or abuse;
- (vi) Property damage as a result of vandalism or willful negligence; and
- (vii) Operating a motor vehicle while under the influence of alcohol or any other controlled substance; or
- (g) Failure to keep Premises neat and orderly.
- (h) Landlord may terminate any tenancy, without cause, by providing a minimum of a 45-days written notice, given to Tenant from Landlord. ♦ N.R.S. § 118B.190(1)(e)

18.2 Termination of Tenancy by Tenant. ♦ N.R.S. § 118B.050(5) Tenant may terminate this Agreement by providing a minimum of a 30-days written notice which must be given to Landlord by Tenant.

- (a) Rents are assessed on a monthly basis, and therefore, no pro-rated rents will be accepted or refunded.
- (b) Failure to give a full 30-days' notice prior to the next month's rent due, will obligate Tenant to pay rent through the end of the month following the date the notice is given. Rent will be assessed and due through the end of the month following the date the notice is given, or until the homesite is clear and cleaned.
- (c) Tenant agrees to surrender the homesite in as good a condition as when occupancy first occurred, reasonable wear and tear excepted. Upon termination of tenancy, landscaping and permanent improvements shall be left intact unless Landlord otherwise requests in writing.

18.3 Temporary Leave; Abandonment. ♦ N.R.S. § 118B.020(3)

- (a) As a matter of security, Tenant shall not vacate the premises, or leave vacant, for more than 30 days without prior notice to Landlord. If Tenant vacates the premises for more than 60 days without such notice and fails to pay rent during said vacancy, Landlord may deem this Agreement terminated, and Landlord may commence termination and/or abandonment proceedings. Tenant who wishes to have other persons reside in their home during their absence must notify and obtain written permission from Landlord.
- (b) A Tenant shall be deemed to have abandoned his/her manufactured home, and Landlord will conduct proper abandonment procedures as prescribed, if:
 - (i) It is located on a lot in the Park for which no rent has been paid for at least 60 days; and
 - (ii) It is unoccupied; and
 - (iii) Landlord or Park Manager reasonably believes it to be abandoned.
- (c) Unless agreed in writing with Landlord to the contrary, any personal property left behind by Tenant after Tenant vacates his/her homesite shall be deemed forfeited and thus shall become the property of Landlord which shall be disposed of in a manner to be determined by Landlord or Management.

18.4 Vacating a Site

Residents vacating a home-site must leave the site clean and free of debris within forty-eight (48) hours. Residents shall notify Management in writing no less than thirty (30) days prior to the removal of their home. When a thirty (30) day notice is given by Resident advising of the intent to move a home out of the Park, and if said home is not moved out within said thirty (30) day period, said notice shall be of no further force or effect and Resident's Rental Agreement shall remain in full force. If a Resident wishes to remove a home after his/her notice to move out has expired, said Resident must re-issue in writing a new thirty (30) day notice. Rent shall be due and payable through the new move out date, and may continue to be charged pro rata for every day that Resident fails to clear and clean home-site.

19. LANDLORD'S RIGHT OF ENTRY.

19.1 Tenant shall permit Landlord and its agents and employees to enter upon the above-described Premises at all reasonable times for the purpose of inspection, maintenance and/or repairs of utilities or Park-owned amenities, maintenance of premises if Tenant fails to do so, emergencies, or posting notices, without any liability by Landlord for loss of quiet enjoyment.

19.2 Landlord or Management may enter a manufactured home without the prior written consent of Tenant in the case of an emergency which may potentially affect life or property, or when Landlord or Management has cause to believe that the Premises has been abandoned. ♦ N.R.S. § 118B.190(3)

20. LIENS. ♦ N.R.S. §§ 108.265 – 108.367

20.1 Prohibition Against. Tenant shall not suffer or permit to be enforced against Landlord's title to the Park, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, or maintenance of the homesite or manufactured home.

20.2 Removal of Liens by Tenant. Should any lien, demand or claim be filed, Tenant shall cause it to be immediately removed. In the event Tenant, in good faith, desires to contest such lien, demand or claim, he may do so, but in such case, Tenant agrees to and shall indemnify and save Landlord harmless from any and all liability for damages resulting therefore and agrees to and shall in the event of a judgment of foreclosure on said lien, cause the same to be satisfied, discharged and removed prior to execution of the judgment.

20.3 Removal of Liens by Landlord. Should Tenant fail to discharge any such lien or furnish bond against the foreclosure thereof, Landlord may, but shall not be obligated to, discharge the same or take such other action as it deems necessary to prevent a judgment of foreclosure on said lien from being executed against the property, and all costs and expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by Landlord in connection therewith, shall be repaid by Tenant to Landlord on written demand.

21. EMINENT DOMAIN.

21.1 If the entire Park, or a portion thereof so that in Landlord's sole opinion the balance remaining is not suitable for a manufactured home community, is taken under the power of eminent domain, or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, then this Agreement shall automatically terminate as of the date the condemning authority takes possession. Any award for any taking of all, or any part of the Park under the power of eminent domain shall be the property of the leasehold or for taking of the fee. Nothing contained herein shall be deemed to preclude Tenant from obtaining any award for loss of or damage to Tenant's removal of personal property or to give Landlord any interest in such award.

22. MODIFICATION OF RESIDENCY DOCUMENTS; AMENDMENTS.

22.1 Landlord may, pursuant to the right granted to it by this agreement or the Nevada Revised Statutes or any other law now in effect, modify, amend, or otherwise change any term, provision, rule, or regulation contained in this Agreement, the Rules and Regulations or in any document referred to herein. In the event Landlord does amend this agreement, the Rules and Regulations or any document referred to herein said amendment will be

instituted in accordance with the notice provisions of the Nevada Revised Statutes and must be signed and accepted by the Tenant, otherwise, Tenant's lease shall be terminated and Tenant shall vacate.

23. DELAY IN DELIVERY OF POSSESSION.

23.1 This Agreement shall not be rendered void or voidable by the inability of Landlord to deliver possession of the Homesite to Tenant at the beginning of the lease term, nor shall any inability to deliver render Landlord liable to Tenant for loss or damage suffered thereby. If Landlord cannot deliver possession of the Homesite, the rent for the period between the beginning of the term and the time when Landlord can actually deliver possession will be deducted from the rent due.

24. DISPUTES.

24.1 Any dispute between Tenant and Landlord relating to, concerning or connected with this Agreement, residency documents, the interpretation or enforcement thereof, the leasehold, the leasehold premises, services, facilities, or maintenance in or about the Park, and any dispute respecting these matters between Tenant and any officer, director, agent, employee, or partner Landlord ("Affiliate"), shall be resolved in accordance with the provisions set forth below.

(a) A written notice of dispute shall be sent to all adverse parties within 60 days after the claim, dispute, or other matter in question has arisen, or within 60 days after the party seeking redress reasonably could have acquired knowledge of the event or condition giving rise to such dispute, whichever is later. Notice of dispute must provide (i) a description of the dispute, (ii) facts from which the dispute arises, including witnesses, dates, times, and circumstances, and (iii) a description of the relief or action requested.

(b) Within 10 days after the notice of dispute has been made, the parties shall meet in person (or videoconference) or through their duly authorized representatives, to discuss their respective positions, exchange all available evidentiary material and endeavor to resolve the dispute. In an agreement to resolve the dispute is not reached within 20 days after the scheduled date of this meeting, then either party may pursue any other legal remedy available.

(c) Notwithstanding anything contained herein to the contrary, the following matters shall be exempt from provisions of this section:

(i) Unlawful detainer and forcible detainer actions; and

(ii) Actions for injunctive relief provided, however, that said actions shall be abated or stayed except to the extent necessary to afford the parties the right to obtain and enforce provisional injunctive relief (temporary restraining orders and preliminary injunctions).

25. LEGAL FEES.

25.1 To the extent permitted by law, if Landlord retains the service of an attorney to successfully enforce any of the obligations of this Agreement or the Rules and Regulations, Tenant shall pay Landlord's reasonable attorney fees and costs incurred in connection therewith.

_____ / _____ Tenant Initials

26. WAIVER.

26.1 No failure of Landlord to enforce any term of the Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Landlord of any term of the Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of the Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of Landlord to insist upon performance by Tenant of all the provisions of the Agreement, or support a claim of detrimental reliance by Tenant. Landlord's acceptance of a partial payment of rent will not constitute a waiver of Landlord's right to the full amount due. The acceptance of rent hereunder shall not be, or become construed to be, a waiver of any breach of any term,

covenant or condition of the party's Lease Agreement or the Park's Rules and Regulations, nor shall it reinstate, continue, or extend the term of Tenant's Rental Agreement or affect any notice, demand, or suit there under.

27. SAVING CLAUSE.

27.1 Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all other provisions shall not be affected.

28. HEADINGS.

28.1 This title of the paragraphs and subparagraphs contained herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as any part of this Agreement.

29. ENTIRE AGREEMENT.

29.1 This Rental Agreement and the documents referred to herein constitute the entire Agreement between Tenant and Landlord pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. A subsequent modification or amendment of this Rental Agreement shall not be binding unless it is executed in writing by the Landlord and the Tenant.

_____ / _____ Tenant Initials

30. INVALIDITY OF PROVISIONS.

30.1 Certain terms and provisions of this Agreement and other documents referred to in this Agreement refer to, restate, or summarize provisions of Chapter 118B and other applicable laws. In every instance it is intended that these references, restatements, and summaries will accurately reflect the law and correctly set forth Tenant's and Landlord's rights, liabilities, duties, and obligations to one another and to other persons. The same is true for all other provisions of the Agreement and the other documents used by Landlord or for the Park. If any of the provisions of this Agreement or the other documents used by Landlord or for the Park fail in any way to meet the above criteria, then it is unintentional and all such provisions shall be deemed to be automatically revised to correctly reflect the Landlord's and Tenant's rights, liabilities, duties and obligations under the provisions of Chapter 118B and other applicable laws. Tenant agrees to promptly notify Landlord in writing of any instance where Tenant believes that any of the provisions of the Agreement or the other documents used by Landlord or for the Park fail to meet the above criteria.

30.2 If any term or provision of this Agreement or any document referred to in this Agreement of the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the other document or the application of such term of provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law.

31. INDEMNIFICATION.

31.1 Tenant, as a material part of the consideration under this Agreement, hereby waives all claims against Landlord for damages to Tenant's personal property, upon or about Tenant's home or vehicle(s) from any cause, arising at any time, other than the negligence of Landlord or his employees.

31.2 Tenant does hereby agree to indemnify and hold Landlord, his employees and agents, harmless from, and on account of, any claims, demand, obligations or liabilities of any kind or nature, including, but without limitation, attorney fees and/or costs of defense for damage or injury to any person(s), or personal property, arising from (i) the use of the Park by Tenant or any other tenant or occupant, or (ii) arising from the failure of Tenant or other occupant to keep the manufactured home and homesite in good condition, as herein provided, or (iii) arising from the negligence of any tenant, occupant, or their guest(s) of an adjoining or contiguous homesite.

31.3 Tenant agrees to pay for all damages to other Tenants, their guests and families thereof caused by Tenant's or his guest's negligence or misuse of the Park.

32. RESERVATIONS.

32.1 Landlord reserves the right from time to time to make changes in the shape, size, location, number and extent of improvements, buildings, signs, streets, ways, walkways, planters, parking layout or areas, and other improvements, and to eliminate or add any improvements or buildings to any portion of the Park. During the term of this Lease, Landlord shall operate, manage, and maintain all parking areas and streets within the Park. The manner in which such areas and facilities shall be maintained and the expenditures for such maintenance shall be at the sole discretion of Landlord, and the use of such areas and facilities shall be subject to such reasonable regulations and changes as Landlord shall make from time to time, including, without limitations, the right to close, if necessary, all or any portion of such areas, streets or facilities to such extent as may be legally sufficient in the opinion of Landlord's counsel, to prevent a dedication thereof or the accrual of rights of any person or of the public therein, or to close temporarily all or any portion of such areas and facilities.

33. NOTICES. ♦ N.R.S. § 118B.030

33.1 All notices required or permitted under this Agreement must be in writing and may be served upon Landlord or Tenant by any means then permitted by law. Tenant understands that any notice of Landlord terminating Tenant's tenancy must be given to Tenant in writing in the manner described in the Nevada Revised Statutes. The service of any other notice on Tenant, including, but not limited to, a notice of rent increase, a notice of amendments to the Park's Rules and Regulations, architectural guidelines, parking guidelines, or notices relating to other matters, may be duly and validly served if the notice is mailed to the Tenant at their address on file by First Class United States mail, postage prepaid or posted on the gate or front door for each homesite. Any such notice served upon Tenant in this matter shall be deemed served three (3) days after its mailing. Tenant may elect to have all notices email to the address approved and on file if he/she provides prior written approval.

34. CHOICE OF LAW.

34.1 This Agreement and all documents referred to in this Agreement shall be construed and enforce in accordance with the laws, statutes, ordinances, or regulations of the State of Nevada, Douglas County, Tahoe Regional Planning Agency, U.S. Department of Housing and Urban Development, and U.S. Code, and any other applicable jurisdiction, court, or agency.

35. TIME OF ESSENCE.

35.1 Time is of the essence with respect to the performance of every provision of this Agreement in which time is a factor.

36. NAME AND ADDRESS OF OWNER AND AUTHORIZED AGENT. ♦ N.R.S. § 118B.040(3)(g)

Kingsbury Manor Mobile Home Park is owned by the Donald T. Hall and Peggy Hall Trust, dated April 17, 1972, commonly known as The Hall Trust, with its trustee being:

Brendon M. Hall, Trustee

201 Manor Drive, PO Box 3690, Stateline, Nevada 89449

Phone: 775-588-3690; Email: brendon@thehalltrust

37. NAME AND ADDRESS OF PARK MANAGER. ♦ N.R.S. § 118B.040(3)(g)

Charlena Manchester

201 Manor Drive, PO Box 3690, Stateline, Nevada 89449

Phone: 775-588-3690; Email: office@thehalltrust

38. ACKNOWLEDGEMENT.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto subscribed their names the day and year first above written.

PRIMARY TENANT NO. 1

Name (Printed): _____ Cell Phone: _____

Signature: _____ Date: _____

Email: _____

PRIMARY TENANT NO. 2

Name (Printed): _____ Cell Phone: _____

Signature: _____ Date: _____

Email: _____

TENANT NO. 3

Name (Printed): _____ Cell Phone: _____

Signature: _____ Date: _____

Email: _____

TENANT NO. 4

Name (Printed): _____ Cell Phone: _____

Signature: _____ Date: _____

Email: _____

LANDLORD (OWNER):

BRENDON M. HALL, TRUSTEE
DONALD T. HALL AND PEGGY HALL TRUST

Brendon M. Hall, Trustee

Date _____

Contact:

Post Office Box 3690
Stateline, Nevada 89449

(775) 588-3690 (o)
(619) 846-3916 (o)

brendon@thehalltrust.com

For Review Only

ADDENDA

ADDENDUM NO. 1

**TENANTS OF MANUFACTURED HOME PARKS ARE ENTITLED TO CERTAIN
RIGHTS UNDER NEVADA REVISED STATUTES**

To obtain information regarding your rights as a tenant under Nevada Revised Statutes, you may contact the Housing Division of the Department of Business and Industry as follows:

SOUTHERN NEVADA:

Manufactured Housing Las Vegas
3300 W Sahara Avenue
Suite 320
Las Vegas, Nevada 89102
Phone: (702) 486-4135
Fax: (702) 486-4309
E-Mail: NHDinfo@housing.nv.gov

NORTHER NEVADA:

Manufactured Housing Carson City
1830 E College Parkway
Suite 120
Carson City, Nevada 89706
Phone: (775) 684-2940
Fax: (775) 684-2949
E-Mail: NHDinfo@housing.nv.gov

INTERNET:

<https://housing.nv.gov/>