

Resident(s) acknowledge(s) with his (their) signature(s) hereto, receipt of the DELAWARE LANDLORD-TENANT CODE, CHAPTER 70, PART IV, TITLE 25.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE

LEASE

By and Between:

LOVE CREEK MARINA  
(LESSOR)

-and-

\_\_\_\_\_  
(LESSEE)

\_\_\_\_\_  
(LESSEE)

\_\_\_\_\_  
Mobile Home Community Lot # \_\_\_\_\_

Security Deposit \$ \_\_\_\_\_ Date \_\_\_\_\_

Application Fee (non-refundable) \$ \_\_\_\_\_ Date \_\_\_\_\_

First Months Rent (in advance) \$ \_\_\_\_\_ Date \_\_\_\_\_

RENT WILL BE PAID \_\_\_\_\_ Monthly \_\_\_\_\_ Annually

Copy of the Rules received this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE

ANNUAL ADJUSTMENTS AS ESTABLISHED BY THE LESSOR

LOVE CREEK MARINA LEASE

THIS IS AN AGREEMENT OF LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_ by and between **Love Creek Marina, 31136 Conley's Chapel Road, Lewes, De 19958-9612**, Owner and Developer of Love Creek Marina hereinafter referred to as "LESSOR,"

- AND -

OF \_\_\_\_\_

hereinafter (regardless of whether there are two Lessees or only one) referred to as "LESSEE."

IN CONSIDERATION of the mutual covenants hereinafter expressed the parties hereto agree as follows:

- 1. The subject lease applies to the lot shown as \_\_\_\_\_ on the master plot of Love Creek Marina.
- 2. Lessor hereby lets unto Lessee and Lessee hereby rents from Lessor the lot shown as \_\_\_\_\_ on the master plot of Love Creek Marina.
- 3. Lessee hereby agrees that he will place on the said lot a mobile home of a size and design meeting the standards of Love Creek Marina Rules attached hereto as Exhibit "A": and the Lessee will not attempt to place or construct thereon any other structure or addition of any kind, except after receipt of written approval of the design, materials and location of such other structure or addition from the Lessor.
- 4. The term of the lease shall be one year. It shall automatically renew unless cancelled by either party under the terms of this lease.
- 5. The lot rent shall be \$ \_\_\_\_\_ per month \_\_\_\_\_ Initial
- 6. LATE CHARGE AND COLLECTION FEES - All rent fee payments are due and payable on the first day of each month and become delinquent on the fifth day of the month after the close of business. FIVE (5) days after the date of the rent is due LESSEE agrees to pay LESSOR a late penalty of 5% of the monthly rent rate or the then maximum penalty allowable by law. LESSEE shall pay any expenses, including court costs, whether or not suit is actually instituted, incurred in the collection of overdue rental payments. Additionally, LESSEE agrees to pay a penalty charge of **\$25.00** to LESSOR for any check returned unpaid. All returned checks are treated as delinquent rent and subject to penalties as defined above.

_____	_____	_____
Initial	Initial	Date

7. SECURITY DEPOSIT

- a. LESSEE shall pay a security deposit to LESSOR, upon the execution of the Agreement, of \$ \_\_\_\_\_, which is equal to one month's rental. Deposit is to be hold by the LESSOR as security for the full or partial payment of unpaid rent and/or fees, full and faithful performance by the LESSEE of all the terms and conditions of this Agreement, damages due to breach of Agreement or damage to the site caused by the LESSEE, his family, employees, or social guests in excess of ordinary wear and tear.
- b. The LESSEE must notify the LESSOR in writing of his/their intention to move, the date of moving and his/her new address. Said notice must be furnished by LESSEE to LESSOR by mail at least sixty (60) days prior to the moving date. Upon receipt of the notice, the Lessor shall notify LESSEE, in writing, of the time and date when the site is to be inspected. The date of inspection shall occur within twenty-four (24) hours after the moving designated in LESSEE'S notice.
- c. Within fifteen (15) days after the end of tenancy, LESSOR shall return the security deposit to

LESSEE. If the LESSOR has not returned the security deposit to LESSEE fifteen (15) days after vacating the leased Site, the LESSOR shall provide the LESSEE with an itemized list of damages to the premises and the estimated cost of repair of each. With the list, the LESSOR shall tender payment for the difference between the security deposit and the estimated cost of repair of damages to the premises. The LESSEE'S acceptance of the payment shall constitute agreement on the damages as specified by the LESSOR. The LESSEE has the right to be present when the LESSOR or his Agent inspects the site in order to determine if any damage was caused to the site.

d. It is the LESSEE'S responsibility to give proper notice of termination under 7006-8-1 and leave a forwarding address with the LESSOR prior to the vacating date.

8. Renewal of the lease term or termination at the end of the term shall be in accordance with the Delaware Code for Leases of Mobile Home Lots, 25 Del. C. 7001, et seq., provided however that any renewal term shall be at the annual rental rates as established for lots in Love Creek Marina by the Lessor. Notwithstanding the foregoing, if the LESSEE is in the Armed Forces of the United State and LESSEE'S service duty station is transferred, fourteen (14) days notice shall be sufficient to terminate the lease if the LESSEE is given no more than two (2) weeks notice of the intended transfer, or if the LESSEE'S employment relocation so requires, the LESSEE may terminate the lease on thirty (30) days notice. The lease may be terminated before the term expires by the LESSOR or the LESSEE for any of the reasons and with the notices required by 25 Del. C. 7009 and/or 7010.

9. This lease shall be automatically renewed for a term of one (1) year, and year to year thereafter, unless the LESSOR shall notify the LESSEE sixty-five (65) days prior to the expiration of the lease that it will not be renewed and the cause thereof, or the LESSEE shall notify the LESSOR sixty-five (65) days prior to the expiration of the term or any renewal that he does not intend to renew it, unless a shorter term is agreed to by both parties as specified in section 10 below.

10. RESIDENT OPTION OF TERM – Prior to entering this Agreement, the LESSEE hereby acknowledges that

\_\_\_\_\_ (a) I (we) was (were) offered and accepted a one year lease term by Lessor.

Initial

\_\_\_\_\_  
Date

-O R -

\_\_\_\_\_ (b) I (we) was (were) offered but rejected a one year lease term by the Lessor  
Initial and I (we) accepted a month-to-month lease term.

\_\_\_\_\_  
Date

11. TERM ACCEPTED

(a) LESSEE accepts a ONE (1) YEAR (12MONTH) TERM, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, inclusive, at and for the total amount of annual rental of (\$ \_\_\_\_\_)

\_\_\_\_\_ Dollars

payable in advance, in equal consecutive monthly installments of (\$ \_\_\_\_\_)

\_\_\_\_\_ Dollars

on the first day of each and every month during the said term, and first month's rent and security deposit having been paid upon the execution of this Agreement.

- O R -

(b) LESSEE accepts a MONTH-TO-MONTH TERM, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing from month-to-month until terminated by either party, by giving the other party at least sixty (60) days written notice prior to the termination date. The monthly rental for the site shall initially be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month and shall continue at that rate until the LESSEE is notified of any change at least sixty-five (65) days prior to a new rental rate being effective.

LESSEE acknowledges by his/her (their) initial (s) hereto, that the month-to-month tenancy is automatically renewed from month-to-month until terminated as provided herein.

\_\_\_\_\_  
Initial Initial Date

Each months rent, together with utility charges, (if applicable) is payable as directed by LESSOR, in advance or on the first day of each calendar month without demand.

12. The rents provided for herein are for an annual term payment and each installment for each year of the term, or any renewal term, may be paid in no less than monthly installments due and payable on the first day of the month.

13. REPRESENTATIONS IN APPLICATION – LESSOR has tendered this Agreement to the LESSEE and LESSEE accepts same on the basis of representations contained in the application submitted by LESSEE to LESSOR for the purpose of inducing LESSOR to execute this Agreement; and in the event that any of the representation contained in the aforesaid application shall be found by LESSOR to be misleading, incorrect, or untrue, LESSOR shall have the right to forthwith cancel this Agreement, and to repossess the site by legal process, reserving all rights and remedies against LESSEE as if a default hereunder had occurred in accordance with the terms thereof. LESSEE'S rental application is attached hereto and made a part of this Agreement.

14. Water shall be supplied to the LESSEE'S lot by the LESSOR through a privately owned and maintained water distribution system and water shall be delivered to the LESSEE without any additional charge or any addition to the annual rent. The water system has been permitted by the appropriate agencies of the State of Delaware regulating privately owned water supply systems. LESSOR shall maintain the systems to retain or renew the required permits, however, the water source is subsurface water of the State of Delaware, subject to regulation and control of the State of Delaware and its regulatory agencies, acts of God and other factors over which Landlord has no control.

15. LESSOR shall provide septic disposal facilities at LESSEE'S cost and expense. If an individual septic system is located on the LESSEE'S lot, it shall be used in compliance with the requirements of the Department of Natural Resources and Environmental Control of the State of Delaware or the State Board of Health, or any other governmental authority having jurisdiction over the installation and maintenance of sewage disposal facilities. Any necessary maintenance to a separate lot septic system by the LESSOR shall be charged to the LESSEE as a separate maintenance charge, or fee, and the amount of the fee shall be equal to the amount charged by licensed plumber or other duly licensed operator to correct or maintain the system. If LESSEE'S lot is served by a septic system serving more than one lot, LESSOR shall undertake the responsibility for maintenance of the septic system serving multiple lots; provided however, that all costs of maintenance or repair to such system shall be charged to the LESSEES' served by the septic system as a separate maintenance charge, or fee and the amount of the fee shall be equal to the amount charged by a licensed plumber or other duly licensed operator to correct or maintain the system; these charges shall be equally divided between all LESSEES served by the septic system. Any septic system shall remain on the lot at all times and shall inure in the event of termination of the LESSEE'S lease or right to occupancy. The LESSEE shall not be allowed to occupy any mobile home on the demised premises if it is not connected to a septic system. The permit for septic disposal on your lot is \_\_\_\_\_ gallons per day, rated for the use of 60 gallons per day per person, occupancy is limited to \_\_\_\_\_ persons. Initial \_\_\_\_\_

16. The rental agreement or lease for a mobile home lot shall be transferable at any time during the term of the rental agreement for the tenant who owns his mobile home unit to any person to whom he may sell or transfer title to his mobile home, unless the home does not qualify for sale according to the written standards promulgated pursuant to section 7015 of the Landlord Tenant Code. The Landlord shall have the right to reject the proposed new LESSEE on the same basis by which he accepts any new tenant. The proposed new LESSEE shall not be rejected, however, without written statement as to cause for such action being given to the proposed new LESSEE.

17. LESSOR hereby reserves an easement to enter upon the premises hereby let at any time for the purpose of inspecting, installing, maintaining or replacing pipes, drainage facilities, electric lines, telephone lines, television cables or any other facility, or for the purpose of inspecting the premises in order to determine

compliance with the Rules of Love Creek Marina. This easement and the rights of the LESSOR to enter are subject to the provisions of 25 Del. C. 7014 (j).

18. The annual base rent above provided is based upon the existing taxes to LESSOR as imposed by any governmental entity with jurisdiction to tax LESSOR'S operations as of the effective date of the commencement of the term. If, during the term of any renewal, governmental taxes against the LESSOR'S interest in the property by reason of any governmental charges, for example, mobile home taxes, all increases or decreases in such charges over the base charged to or decreased from the base rent, all such adjustments shall be due or deducted sixty-five (65) days after notice to LESSEE of the increase or decrease of such tax charges to LESSOR prorated from the date of the imposition of the tax, for the remainder of the term.

19. LESSEE ACCEPTANCE – LESSEE accepts the site as proposed and understands it is the LESSEE'S responsibility to insure that the size of the site and utility services are adequate for the proper installation and functioning of the home.

Initial

Initial

Date

20. SERVICES PROVIDED BY LESSOR – LESSOR shall provide within the basic site rent the following services for LESSEE:

- a. Street maintenance and security lighting
- b. Maintenance of roads and common areas
- c. Snow clearance of roads within the park

21. This lease is not assignable to any third party by voluntary sale or assignment or by way of forced sale, such as execution sale or legal process. Where a voluntary assignment of the lease is proposed, transferee and the transferee's proposed mobile home must be submitted to LESSOR in writing at least three weeks prior to the proposed transfer date, and the transfer or assignment is subject to written approval by the LESSOR. LESSOR shall apply the same criteria in accepting an assignee as the LESSOR applies to all new LESSEES. All parties to the proposed assignment where the LESSOR has rejected the proposed assignee shall be given a written statement as to cause; that is, both the proposed assignor, the existing LESSEE, and the proposed assignee shall be notified of the reason for rejection in writing by the LESSOR. In the event there is an attempt to assign or place a new occupant (other than a minor family member or family member by reason of marriage) on the mobile home lot, other than one approved by LESSOR, the new occupant shall be deemed a trespasser.

22. SALE OF HOME BY RESIDENT – The LESSEE shall have the right to sell his home and have it remain on the site after resale, subject to the following conditions and procedures:

a. A thirty (30) day written notice shall be given to LESSOR by and LESSEE who intends to sell his home. All "For Sale" signs must be preapproved by LESSOR and shall be limited to only one, and shall be displayed inside the window of the said home. No home is to be sold on the lot without having first obtained from LESSOR the approval for both resale and the prospective tenant. If such prior written approval is not obtained LESSOR reserves the right to reject purchaser.

b. The LESSEE shall permit the LESSOR to inspect the home for resale, including all structures appurtenant thereto, to determine whether or not the home will meet the current Love Creek Marina standards with respect to size, quality, material specifications, and/or construction standards, appearance and safety standards. Said inspection shall be made within ten (10) business days of LESSOR'S receipt of notice from the LESSEE.

c. The LESSOR shall notify the LESSEE, in writing, of the results of the inspection and, within five (5) business days after the inspection shall furnish the LESSEE with:

1. A written list of any necessary repairs, modifications, and/or changes which must be completed to the LESSOR'S satisfaction, prior to occupancy by any potential purchaser or:
2. A written statement that the home does not meet the resale standards and may not remain in Love Creek Marina after resale.

d. Once the LESSEE has complied with all the requirements as specified in 23. C. 1. above, then a written statement authorizing the home to remain in Love Creek Marina for resale, will be issued provided the prospective purchaser is approved as required in the following section 24.

23. APPROVAL OF PROSPECTIVE RESIDENT – LESSOR reserves the right to approve a prospective Resident and purchaser of a home to be retained in Love Creek Marina after resale. Such prospective Resident must qualify and be acceptable as to character and credit. Love Creek Marina will use the same guidelines for all new prospective residents. Said prospect must complete the necessary documents required prior to occupancy or the home will be subject to removal from Love Creek Marina.

24. MINIMUM STANDARDS OF HOMES – All homes placed in Love Creek Marina for the first time or retained after resale in Love Creek Marina, must meet the minimum standards with respect to size, quality, appearance, material specification, construction and safety conditions as contained in the Rules (Exhibit A ) attached hereto and made a part hereof.

25. DEFAULT OF PERFORMANCE – If LESSEE shall default in the performance of any covenant, LESSOR may immediately, or at any time thereafter, with proper notice, perform the same for the account of the LESSEE, in which event LESSEE, shall within ten (10) days after notice of such action by LESSOR, reimburse LESSOR for any cost or expense, including reasonable attorney's and court cost incurred therefore by LESSOR.

26. The LESSOR shall, at all times during the term of this lease undertake the following responsibilities:

a. Maintain the common areas and regrade them when necessary to prevent the accumulation of stagnant water thereon, and to prevent the detrimental effects of moving water.

b. Maintain the premises in such a manner to protect the health and safety of the occupants of LESSEES, including maintaining the ground at such a level such that the mobile home will not tilt from its original position.

c. Keep each lot area in the park marked in such a way that each LESSEE will be certain of his area of responsibility and the location of his leasehold premises.

d. Keep all exterior property areas not in possession of the LESSEE, but part of the mobile home park property, free of all species of weeds or plant growth which are noxious or detrimental to the health of the LESSEE.

e. Maintain all water and sewage line connections in good working order as are LESSOR'S responsibility as provided in this lease, and in the event of an emergency, make arrangements for provision of such services on a temporary basis.

f. Allow all LESSEES freedom of choice in the purchase of services, such as laundry, milk, or any other such services as desired by the LESSEE.

g. Maintain all roads within the mobile home park in good condition.

h. Provide on lot parking spaces required by the provisions of the Sussex County Comprehensive Zoning Ordinance, provided however, that the maintenance of said parking area shall be that of the LESSEE.

27. The LESSEE shall at all times during the tenancy:

a. Keep the exterior premises of his mobile home and the exterior premises of his mobile home lot in a clean and sanitary condition, free of garbage and rubbish.

b. Refrain from the storage of any appliance, building material or furniture or other similar items on the exterior premises, when such items are unusable, and refrain from the keeping of unlicensed or immovable vehicles on the LESSEE'S lot or on the roads of the mobile home park.

c. Dispose from his mobile home all rubbish, garbage and other waste materials in a clean and sanitary manner as more specifically provided in the Love Creek Marina Rules attached as Exhibit "A".

d. Abide by all rules, regulations and covenants of this lease concerning his use, occupation and maintenance of the premises whether specified herein, by Exhibit "A" hereto, or specified by any applicable law, ordinance, or regulation of any governmental body with jurisdiction over the use and occupancy of the LESSEE'S lot.

e. Pay for all utilities commonly known as telephone, electric, gas, oil and TV cable used or consumed upon the premises including repairs and maintenance of all electrical wires and appurtenances.

f. USE OF SITE – The site shall be used only for the purpose of a private residential dwelling, and shall not be used for the practice of any profession, trade, craft or business, nor shall LESSEE otherwise make any unlawful, disorderly, improper, or objectionable use thereof. The site may not be used for any purpose contrary to any statute, ordinance, or valid administrative order or regulation or in any manner which unreasonable disturbs any other occupant of Love Creek Marina.

g. SUBLEASING AND ASSIGNMENT PROHIBITED. No home or premises shall be subleased or put in the possession of another party. This Agreement may not be assigned by the LESSEE. Any person living in Love Creek Marina and not registered with LESSOR will be considered a trespasser and subject to arrest.

\_\_\_\_\_ Initial

\_\_\_\_\_ Initial

h. OCCUPANCY OF PREMISES. The premises shall not be occupied by any persons other than those named in the Application for Residency. LESSEE agrees to notify LESSOR of any change in identity, number or status of person occupying the premises within fifteen (15) days from the date of such change. The legal age for the head of the household shall be at least eighteen (18) years. At no time shall the number of persons occupying the house exceed the number permitted by Love Creek Marina and applicable governmental regulations, ordinances, or statutes. Overnight guests must register with the Love Creek Marina office. The permit for septic disposal on your lot allows for the use of \_\_\_\_\_gallons per day, rated at a use of 60 gallons per day per person. Occupancy of your lot is limited to \_\_\_\_\_ people.

\_\_\_\_\_ Initial

\_\_\_\_\_ Initial

\_\_\_\_\_ Date

i. CONDITION OF PREMISES ON COMMENCEMENT AND TERMINATION. – LESSOR will deliver the site in a clean, safe and sanitary condition. LESSEE hereby acknowledges that he has been given the opportunity to examine the site and that said site is in good and satisfactory order and repair, unless otherwise specified in writing. The LESSEE shall quit and surrender the site at the end of the term in as good condition as when received, reasonable wear and tear excepted. The LESSEE shall forthwith upon demand by LESSOR pay as additional rent to the LESSOR, the cost of repairing any damage to the site.

j. MAINTAIN SITE – The site shall be maintained, as provided herein by the LESSEE in a neat, clean, good and sanitary condition and free from debris, as contained in the Love Creek Marina Rules (Exhibit A) attached hereto and made a part hereof.

k. REMOVAL OF THE HOME – LESSEE will not remove the home from the site during the term of this Agreement or any renewal thereof until all rent and taxes and other charges have been paid in full.

l. COMPLIANCE WITH LOVE CREEK MARINA RULES. LESSEE will comply and conform to the Rules governing the occupancy of the home in Love Creek Marina, (Exhibit A) and to such reasonable alterations, additions and modifications thereof as may from time to time be made by the LESSOR provided the LESSEE receives a notice in writing at least sixty-five (65) days before the effective date of the proposed rule change, which Rules shall be considered a part of this Agreement with same effect as though written herein.

The LESSEE covenants and agrees that said Rules and all amendments thereto shall be faithfully observed by the LESSEE and all persons invited by LESSEE on said premises. These Rules are deemed necessary for the

order, peace, health, safety and operation of Love Creek Marina, and for securing and promoting the convenience, safety, and welfare of the LESSEE'S of Love Creek Marina.

m. Pets are strictly prohibited as noted in the Rules (Exhibit A) attached hereto and made a part hereof.

28. Both the LESSEE and LESSOR agree that the provisions of paragraphs 27 and 28 are paraphrased or quoted provisions of the Delaware Mobile Home Code and that in addition to the excerpted provisions of the Delaware Mobile Home Code, 25 Del. C. Ch. 70, as amended, the LESSOR AND LESSEE agree that all other provisions of such Code are incorporated into this lease by reference; a copy of the Delaware Mobile Home Code effective January 1, 1987, is attached hereto as Exhibit "B", and the LESSEE, by signing this lease, acknowledges receipt of a copy of the same.

29. REMEDIES – Any event of default committed by the LESSEE, shall constitute a breach of this Agreement and shall entitle the LESSOR at its election, to the following rights and remedies:

a. To exercise any and all rights it holds hereunder or under applicable law on account thereof at law or in equity (including the right to terminate the Agreement, to re-enter and take possession of the site and to eject the LESSEE therefrom and/or bring suit against the LESSEE, to enforce the LESSEE'S compliance with this Agreement or collect any sum due to the LESSOR hereunder or under applicable law), after giving such prior notice thereof to the LESSEE as is required by applicable law. If the LESSOR brings suit against the LESSEE for any such reason and the court determines that such breach has occurred, the LESSEE shall pay to the LESSOR (in addition to any judgement awarded the LESSOR) all expenses incurred by the LESSOR in connection therewith, including a reasonable attorneys fee and court costs.

b. If the LESSEE does not vacate the premises at the end of the term or sixty-five (65) days after written notice of an event of default or termination and after deemed for removal LESSEE'S home shall be removed pursuant to the remedies provided herein.

30. NOTICES – Notices or other documents required hereunder shall be deemed given when delivered personally to the parties hereto or to their respective authorized agents, or within five (5) days after being signed, received, certified mail, as follows: If by LESSOR to LESSEE, to LESSEE'S home on the premises, and/or to his permanent address, if not a full-time LESSEE on the premises; if LESSEE to LESSOR at LESSOR'S office located at:

**31136 Conley's Chapel Road, Lewes, Delaware 19958-9612**

31. GOVERNING LAW - This agreement shall be governed by and construed according to the provision of the Delaware Landlord-Tenant Code.

32. LESSEE agrees to abide by and with:

- a. The Rules of Love Creek Marina attached hereto as Exhibit "A" and made a part hereof.
- b. Any rules or regulation imposed upon LESSEE by law.

33. LESSEE recognizes that the Rules of Love Creek Marina and the enforcement of same is necessary in order to insure the good appearance of the mobile home park and the comfort, enjoyment and well being of all its occupants. Failure to abide by any of the Rules, Exhibit "A", as well as failure to abide by the

covenants in this lease shall be cause for termination of the lease at the election of the LESSOR, provided LESSOR gives appropriate notice of default and an opportunity to cure as required by 25 Del. C. 7010. It is agreed that the Rules may be changed by the LESSOR during the term provided sixty-five (65) days notice of the change if given to the LESSEE before the effective date of the change of the rule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year aforesaid.

LESSOR

LOVE CREEK MARINA

BY \_\_\_\_\_

LESSEE

\_\_\_\_\_

LESSEE

\_\_\_\_\_