

2025 Visalia Master Long Term Lease Agreement

THIS AGREEMENT WILL BE EXEMPT FROM ANY ORDINANCE, RULE, REGULATION OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENTAL ENTITY, WHICH ESTABLISHES A MAXIMUM AMOUNT THAT A LANDLORD CAN CHARGE A TENANT FOR RENT.

This Agreement is made and entered into this _____ day of _____, 202__, by and between the management of _____ Park (hereinafter the "Park Owner") and those persons listed on the last page of this Long Term Lease Agreement (hereinafter "Model Lease" or "Agreement") as the Homeowner (hereinafter the "Homeowner" or "Resident") for Space No. _____, located at _____.

Homeowner shall have at least 30 days to review this Agreement. This Agreement may be cancelled within 72 hours after Homeowner is in receipt of a fully executed copy of the Agreement by written notification to the Park Owner. (Termination must be in compliance with state law requirements stated in Cal. Civil Code Sections 798.55-798.62.)

1. Specific Information.

1.1 Homesite Park Owner rents to Homeowner, and Homeowner rents from Park Owner, Space No. _____ (hereinafter the "Homesite") located at the above listed Park Address.

1.2 Term The tenancy created under this Agreement shall commence on _____, and terminate on June 1, 2025, unless sooner terminated in accordance with the terms of this Agreement.

1.3 Anniversary Date The Anniversary Date of this Agreement shall be annually on the first day of the month following execution of this Agreement, unless specifically noted otherwise on the line below:

Optional: If indicated in this provision, the Park Owner and Homeowner have agreed to specify an Anniversary Date that will be applied throughout the term of this Agreement, as the Rent Adjustment Date, _____.

1.4 Rent

Beginning Monthly Base Rent: \$ _____ per month

Late Rent Charge	\$ _____ per month
Check Handling Charge	\$ _____ per month
Vehicle Storage Charge	\$ _____ per month
Guest Charge	\$ _____ per month
Other _____ (describe)	\$ _____ per month

Other _____ (describe) \$ _____ per month

Total \$ _____ per month

1.5 Park or providers shall furnish the following circled utilities without separate charge:

Water	Trash Removal Service	Electricity	Telephone
Sewer/ Sanitation	Natural Gas	Basic Cable Television	Premium Cable Television
Other -			

1.6 Park shall separately bill Homeowner for the following circled utilities:

Water	Trash Removal Service	Electricity	Telephone
Sewer/ Sanitation	Natural Gas	Basic Cable Television	Premium Cable Television
Other -			

1.7 Homeowner shall contract with the appropriate utility company or provider and pay directly for the following utilities and for all other utilities as required by Park Owner

Water	Trash Removal Service	Electricity	Telephone
Sewer/ Sanitation	Natural Gas	Basic Cable Television	Premium Cable Television
Other -			

2. DEFINITIONS

2.1 "Park Owner" includes, but is not limited to, the owners of the Park (including the Park Owner's partners, directors, representatives, officers, employees, and agents) and the management of the park. Where appropriate the term "Park" as used herein, is also synonymous with "Park Owner."

2.2 "Homeowner" is a person who has a tenancy in a mobilehome park under a rental agreement but may also refer to a Homeowner or other person who lawfully occupies the mobilehome, and this Agreement may sometimes utilize the term "Resident." All other persons, including but not limited to, prospective homeowners, purchasers, or those persons who have not been approved for tenancy by the Park, have not closed escrow or have not transferred title on the mobile home occupying the Homesite shall not be deemed a Homeowner or Resident.

2.3 "Guests" includes all of the Homeowner's agents, employees, persons sharing the Homesite pursuant to Civil Code Section 798.34(b), invitees, permittees,

licensees, or other persons in the Park or on the Homesite at the invitation, request or tolerance of Homeowner. The term "Guests" also includes any Resident who does not have an ownership interest in the Homesite.

2.4 "Park Facilities" means those services and facilities of the Park generally available to Homeowner(s) and their Guests

2.5 "Homesite" means the real property rented to Homeowner by Owner. The boundaries of the real property rented to Homeowner shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey, or by a recorded plot plan, or (2) the apparent physical boundaries of the Homesite as they exist at the time this Agreement is entered into.

2.6 "Mobilehome Residency Law" means those provisions of the California Civil Code §§ 798 through 799.12, known as the "Mobilehome Residency Law." A notice containing relevant provisions is attached hereto as an exhibit to this Agreement in compliance with Civil Code Section 798.15.

2.7 "Park Owner's approval," "approval of Park Owner, "Park Owner's consent," "consent of Park Owner," or other similar terms as used in this Agreement or in the other documents referred to in this Agreement, means that the Park Owner's prior written approval must have been obtained by Homeowner before Homeowner commences any such action requiring Park Owner's approval. If Park Owner's prior written approval is required in this Agreement for a proposed action to be taken by the Homeowner, Homeowner shall in such case, first submit to Park Owner a written request which describes the action Homeowner proposes to take. The written request shall state that it seeks prior written approval of Park Owner for such proposed action. The Park Owner shall give or refuse approval in writing and shall not unreasonably withhold such prior written approval.

2.8 "Capital Improvement" means any new substantial physical change to the common area of the mobile home park, such as the construction of a new swimming pool where none existed before.

2.9 "Capital Replacement" means the replacement or major repair of any existing common area improvement in the mobile home park with the same type of common area improvement of similar quality. Replacement of a common area improvement with an improvement of higher quality shall be a Capital Improvement unless the improvement needs to be of higher quality in order to comply with applicable law, in which limited instance it will be considered a Capital Replacement. Ordinary maintenance activities or minor repairs of common area improvements (see Section 8 for applicable repair cost threshold) do not constitute a Capital Replacement.

2.10 "Comparison Period" means the twelve (12) month period ending prior to the month in which the rent increase notice is given.

2.11 The definitions set forth in subparagraphs 2.1 - 2.10 shall apply unless the context indicates that a different meaning is intended.

3. RENT

3.1 Homeowner shall pay as rent to Park Owner, without deduction or offset, on the first day of each month:

A. The Rent (as it may be adjusted as defined and specified in paragraph 3.2 below.

B. All utility charges billed to Homeowner by Park Owner during each month. (Please note: Utility rates for utilities billed to Homeowner by Park Owner are set by the Public Utilities Commission and other governmental agencies. Therefore, charges and other related costs for these utilities and services may be increased at any time in accordance with the rates established by these other parties, and no advance notice of increases in these rates will be given to Homeowner by Park Owner.)

C. Charges for recreational and other extra vehicles that may be stored subject to the fees imposed by the Park's Storage Agreement that can be obtained from Park Owner.

D. Guest charges listed in paragraph 1.4 above shall be assessed for each calendar month or any portion thereof for each Guest who has stayed more than a total of twenty (20) consecutive days or a total of thirty (30) days in any calendar year. Such guest fee shall commence the day after a Guest has exceeded the grace time specified in the preceding sentence and shall be payable in full for each calendar month or portion thereof. This additional charge for Guests shall not, however, apply if the Guest is a member of Homeowner's immediate family as defined by the Mobilehome Residency Law or if the person occupies the Homesite pursuant to Civil Code §798.34.

E. Guest fees, charges for vehicle storage and charges for utilities not regulated by the Public Utilities Commission or other governmental agencies may be increased upon ninety (90) days notice to Homeowner. (Please note: It is Park Owner's intention to increase such amounts only on an annual basis, if at all, unless otherwise necessary.)

3.2 Base Rent: The Base Rent shall be the amount specified in paragraph 1.4 above and shall remain in effect for the first year of the Lease or until the specified Anniversary Date, or "Rent Adjustment Date" specified in this Lease. (Ninety (90) day notice shall be required for all rent increases.) The Base Rent for all Homeowners that have been residing within the Park shall be equal or less than their last monthly rent, subject to potential annual adjustment according to the formula stated in the 2025 Standardized Lease Program Agreement. This increase may be waived by the Park Owner. For new Homeowners, the Park Owner shall set the Base Rent.

Upon the Anniversary Date as specified in paragraph 1.3 above, whereupon the base monthly rent then in effect shall be subject to the following annual increases: (All rent increases will take effect on Homeowner's Anniversary Date,

except for property tax rent adjustments, which may take effect on ninety (90) days advance written notice when incurred by management and increases to the City of Visalia Standardized Lease Program charge, which shall take effect on May 1, if the Homeowner has received at least ninety days notice of any increases.)

Monthly rent will increase in accordance with the 2025 Standardized Lease Program Agreement, on the applicable Rent Adjustment Date. (See Attached 2025 Standardized Lease Program Agreement.)

3.3 Government Required Costs: On each Rent Adjustment Date, monthly rent may be adjusted for increased costs for government required services (as defined below) on an item by item basis for the 12 month period ending four (4) months prior to the Rent Adjustment Date. The total costs of all government required costs services (as defined below) on an item-by-item basis for the 12 month period ending 4 months prior to the Rent Adjustment (Anniversary date) or each _____ (insert date if applicable) are compared to the total costs for the prior 12 month period. If any government required services has been instituted or increased during the latest 12 month period, the Monthly Rent shall be increased by such amount, divided by 12 and prorated among the number of spaces in the Park. "Government Required Costs" means "any new, additional, or changed services facilities or costs which the owner is required by the government to provide or pay, including without limitations, fees, bonds, assessments, taxes, charges, or other costs or expenses. However Government Required Costs occurring on a temporary or "one-time" basis shall not become a part of the Base Rent but shall instead be subject to the above described prorated formula and shall be billed to Resident monthly and shown separately until such costs are satisfied, at which time such billing shall cease. Fees or rent increases shall not include any costs court assessment, fine, money damages, awarded by a court or an enforcement agency that are prohibited by Civil Code Section 798.39.5

3.4 Increase on Sale: Effective upon sale of a mobilehome the Park Owner may increase the monthly Base Rent without limitation to the assuming new purchase. However, such increase shall not apply if the mobilehome is acquired through an inheritance from the mobilehome owner who was a spouse, parent or grandparent of the transferee and transferee actually occupies the mobilehome as a primary residence after approval by the management under purchaser approval requirements of this Agreement.

3.5 All rent payable hereunder shall be paid by check or money order. If the rent is not paid to the park management office by 5:00 p.m. on the sixth (6th) day of the month, the late charge specified in paragraph 1.4 above shall be charged to cover Park Owner's costs for additional accounting and collections expense. Additionally, the handling charge specified in paragraph 1.4 above shall be required for all checks returned by the bank due to insufficient funds in the Homeowner's account for any other reason. The acceptance by Park Owner of any late payment shall not constitute a waiver of any breach or any term of provision of this Agreement, or any rule, regulation, term or provision contained in any document referred to in this Agreement, nor shall it reinstate, continue or extend the term of this Agreement, or affect any notice, demand or suit

hereunder. Late charges and returned check handling charges may be increased upon ninety (90) days notice to Resident.

4. UTILITIES.

Pursuant to current Mobile Home Residency Law Park Owner shall provide and separately bill to Homeowner the utilities circled in Section 1.6 above, and on a monthly basis, Park Owner shall post those utility bills and rate schedules as required in Civil Code Section 798.40. Applicable utilities are described below:

A. Natural gas and electricity: The rate Park Owner shall charge Homeowner for natural gas and electricity usage shall equal rates established by the Public Utilities Commission.

B. Water: The rate Park Owner shall charge Homeowner for water usage shall equal the rate charged by California Water Service Company for water supplied to a single-family residence. Such rate structure may include a minimum monthly service charge.

C. Sewer/Sanitation Service: The amount owner shall charge Homeowner for sewer/sanitation service to a single-family residence. Such rate structure may include a minimum monthly charge.

D. Trash Removal: Park Owner shall charge Homeowner for trash removal the amount billed to Park Owner by the trash removal company, prorated among the number of spaces in the park.

E. Basic cable television and other television services: Park Owner shall charge Homeowner for basic cable television or other television services by the amount determined by the television service provider.

F. If owner receives any notice concerning the cost of any of the utilities and/or services listed in Paragraph 1.6 above, Park Owner shall provide Homeowner such information within 30 days of Park Owner's receipt of such notice.

G. Park Owner shall provide without separate charge to Homeowner for the utilities and services circled in Paragraph 1.5 above. Park Owner may, upon 60 days notice to Homeowner, elect to charge Homeowner for any of the utilities, which have previously been provided to Homeowner without separate charge.

H. In the event the Park does not submeter water service at the beginning of the term of this Lease and during the term of this Lease the Park Owner elects to submeter water and separately charge Homeowner for the water Homeowner uses, the rate Park Owner shall charge shall equal the rate structure used by the California Water Service Company to a single family residence. Such rate structure may include a minimum monthly charge. Furthermore, in the event Park Owner elects to submeter the water the base monthly rent paid by Homeowner shall be reduced by an amount equal to eighty percent (80%) of the

Park's average monthly water bill during the last twelve (12) months for water service to the Park, prorated over the number of spaces in the Park.

I. In the event the Park Owner elects to separately bill for any other utility or service currently included in the base rent, the Park Owner shall reduce the base monthly rent paid by Homeowner by an amount equal to the fees and charges existing at the time the Park Owner initiated separate billing.

J. Homeowner shall contract with the appropriate utility company or provider and pay directly for all utilities and/or services circled in paragraph 1.7 above, as required by Homeowner.

K. Park Owner shall not be liable for any loss or injury, and Homeowner shall not be entitled to any abatement or reduction of rent by reason of Park Owner's failure to furnish any of the foregoing utilities when failure is caused by accident, breakage, repairs, strikes, or other labor disputes or by any other cause, similar or dissimilar, beyond the reasonable control of Park Owner. Homeowner shall not connect, except through existing electrical or natural gas outlets or water pipes on the Homesite, any apparatus or device for the purposes of using electric current, natural gas, or water.

5. EXEMPTION FROM RENT CONTROL

Homeowner understands and acknowledges that, by the offering of this Agreement, Homeowner's Homesite is removed from the jurisdiction of any rent control ordinance, rule regulation, or initiative measures which is either currently in effect or which may be adopted by the City of Visalia during the term of this Agreement.

6. HOLDOVER TENANCY

If Homeowner remains in possession of the Homesite after the expiration of the term of this Agreement and has not executed a new occupancy Agreement with respect to the Homesite, said possession by Homeowner shall be deemed a month-to-month tenancy, and Park Owner may terminate or refuse to renew Homeowner's tenancy in accordance with Paragraph 14 of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Park Owner may also, upon ninety (90) days notice to Homeowner increase the Base Rent then in effect and other charges of the Park to the Homeowner who is holding over.

7. RESPONSIBILITY OF THE PARK

7.1 It is the responsibility of the Park Owner to provide and maintain the physical improvements in the common facilities of the Park in good working order and condition. Park Owner shall provide all of the physical improvements and services which are now in existence in the Park and provided to Homeowners or which may be added at a later date. The physical improvements include the non-exclusive use of all streets, non-restricted parking areas, all recreational facilities and equipment, pools, lawns, laundry facilities and all other facilities for the use

by Homeowners. These services include the services provided by the Park Owner and other persons employed by the Park and the utilities specified in this Agreement. (Please note: Furniture and equipment that belong to Homeowner's clubs, associations or other organizations services provided by the Homeowners or such organizations, are not the responsibility of the Park to maintain.) The physical improvements of the Park are as follows:

7.2 The clubhouse, if provided, will be kept well ventilated as required by law, but the heating system and cooling system will not be operated on a constant basis in order to conserve energy. Rather, heating and/or cooling will be turned on as required to maintain reasonable temperature levels.

7.3 The park may, upon the giving of lawful notice, amend, delete, add or modify any of the services or facilities provided, pursuant to all applicable laws.

7.4 Management shall have a reasonable period of time, with respect to the physical improvements in the common facilities, to repair the sudden or unforeseeable breakdown or deterioration of these improvements and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. The period of time to do so shall not exceed thirty (30) days except where exigent circumstances justify a delay, or otherwise as specified by the Mobilehome Residency Law, as it may change from time to time. Such repairs or other appropriate action shall be accomplished as soon as possible in the event of any condition that may relate to health and safety.

8. CHARGES FOR CAPITAL IMPROVEMENTS AND CAPITAL REPLACEMENT

8.1 No rental adjustment will be based upon the construction, of any individual Capital Improvement during the term of this Agreement unless the new Capital Improvement has been approved by the Park Owner and approved in writing, by ballot, of a majority (more than 50%) of the current Park Residents, one vote per space in the park. The term "space" in the park for purposes of voting on and calculating a rental adjustment shall refer to all spaces that are in the park, whether they are being rented on a short or long term basis and whether the space is occupied by a mobile home, is currently vacant, occupied by a recreational vehicle, or by a mobile home owned by the Park Owner. In the event that the Capital Improvement is proposed by the Park Owner but not approved by a majority of the Park Residents, then the rent shall not be adjusted if the Capital Improvement is installed. Rents shall be adjusted in the manner described below for Capital Replacements. Capital Improvements below the listed amount for Capital Replacement adjustments shall not be charged to Park Residents. The Park Owner shall not be required by this Agreement to install any Capital Improvements.

8.2 In any Comparison Period, an amount equivalent to five hundred (500) times the number of existing spaces in the park (five hundred dollars (\$500) per space) for any Capital Replacement or approved Capital Improvement project shall be absorbed by the Park Owner ("Absorption Amount"). Public subsidies, if applicable, shall also be applied. After that and provided that Resident has received advance written notice of a rent adjustment per this Agreement, from the Park Owner of the Park Owner's intent to make an approved Capital Improvements or a Capital Replacements exceeding the Absorption Amount, the Base Rent then in effect may be increased by an amount equal to the total cost of each approved Capital Improvements or each qualifying Capital Replacement project made by the Park Owner during the Comparison Period, minus the Absorption Amount, divided by the number of spaces in the Park, and further divided on a monthly basis over the applicable amortization period. For Capital Replacement projects the maximum amount that may be passed through to park residents shall not exceed \$500,000 prior to being divided by the number of spaces in the Park and then this maximum amount of \$500,000 shall be further divided on a monthly basis over the applicable amortization period. If during the term of this Lease, the \$500,000 limitation on pass throughs for Capital Replacement projects has been reached and a qualifying Capital Replacement project occurs, then up to an additional \$250,000 of that project (after the Absorption Amount) is eligible to be collected through a pass-through.

There is no limitation of pass through on an approved Capital Improvement.

Capital Replacement projects shall not be divided or phased in a manner that results in multiple projects.

The amortization period for approved Capital Improvements and Capital Replacements shall be at least five (5) years or the life expectancy of the Improvement/Replacement as provided by federal tax rules limited by the terms of this Agreement, as the federal tax rules for the depreciation and amortization of assets existed prior to the effective date of the Tax Cuts and Jobs Act of 2017 unless a longer period applies under current federal tax laws, whichever is a longer period of time, or an amount of time mutually agreed upon by the Park Owner and Resident. In no instance shall the amortization period exceed twelve years. The Park Owner shall be entitled to receive interest on the unamortized balance calculated by utilizing the average yield of the thirty-year U.S. Treasury bond for the prior year, plus three percent (3%). This allowed interest rate may not exceed the percentage allowed to the Base Rent under this lease for the year prior to the Capital Replacement. The applicable interest rate is only factored when the applicable pass-through charge is calculated for the Capital Replacement.

All rent increases based on approved Capital Improvements and Capital Replacements shall be separately itemized on the rent bill and shall show the date the rent increase shall end. In addition, prior to any rent adjustment the Park Owner shall provide a description of the approved Capital Improvement or the Capital Replacement project and make copies of all applicable project costs, invoices, and applicable depreciation schedules available for review upon request by any Park Resident prior to the rent adjustment occurring.

This Lease and the division of maintenance costs in the park and rental costs increases are subject to applicable state law requirements, including but not limited to Civil Code section 798.37.5 which mandates that park management shall be solely responsible for the trimming, pruning, or removal of trees in the common area and solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by park management unless such damage is caused by an act of a homeowner or an act in breach of the homeowner's responsibilities. These items are not subject to pass-through provisions under applicable state law.

9. INCORPORATED DOCUMENTS

The following documents, as they may be amended, modified, or otherwise changed from time to time, as permitted by the terms of this Agreement, are attached as exhibits to the Agreement and incorporated herein by this reference; (1) California Civil Code provisions known as the Mobilehome Residency Law, (2) City of Visalia Municipal code pertaining to Mobilehome Parks (Chapter 15.52 §§ 15.52.010 – 15.53.220), (3) The Park's Rules and Regulations and any other residency document of the Park in effect, including, but not limited to, Pet Rules and Swimming Pool Agreement. (4) The 2025 Standardized Lease Program Agreement.

10. USE OF MOBILEHOME PARK

10.1 The mobilehomes and Homesite shall be used only for private residential purposes, and not business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to, any of the following:

A. Any activity requiring the issuance of a business license or permit by any government agency.

B. The leasing, subletting, sale or exchange of mobilehomes except those permitted by Section 17 of this Agreement and Civil Code section 798.78, which contains specific rules for the heir, joint tenant, or personal representative of the estate gaining ownership of a mobilehome through the death of the owner of the mobilehome.

10.2 At all times at least one of the persons listed on the last page of this Agreement as a Homeowner must be the legal or registered owner of the mobilehome that occupies the Homesite.

11. COMPLIANCE WITH LAWS AND RULES AND REGULATIONS

Homeowners and park managers living on-site shall abide and conform with all applicable laws and ordinances, all terms and conditions of this Agreement, the Rules and Regulations in accordance with California Civil Code Section 798.23, all rules regulations, terms and provisions contained in any document referred to in this Agreement, and said rules, regulations, terms, and provisions as may,

from time to time, be amended, modified or otherwise changed by Homeowner or Park Owner as permitted by the terms of this Agreement as per Civil Code Section 798.25. Any violation of these rules and regulations shall be deemed a public nuisance. Homeowner and Park Owner agree that a breach of this Agreement or any of the rules and regulations cannot reasonable or adequately be compensated in damages in an action of law, therefore, either party shall be entitled to injunctive relief, including but not limited to, a restraining order prohibiting Homeowner or Park Owner from continuing to breach any such rules or regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist.

12. PARK OWNER'S OPTION TO MAINTAIN HOMESITE

In the event Homeowner fails to maintain Homeowner's Homesite as provided in the Rules and Regulations, Park Owner may, upon giving written notice to Homeowner, perform the required maintenance and charge Homeowner a reasonable fee for said maintenance. The written notice shall state the specific condition to be corrected, that Park Owner will perform the maintenance if Homeowner does not perform within fourteen (14) days of the notice, and an estimate of the charges to be imposed.

13. WAIVER OF DEFAULT

No delay or omission in the exercise of any right or remedy of Park Owner provided by this Agreement related to any default by Homeowner related to obligations provided by this Agreement shall impair any such right or remedy or be construed as a waiver. No waiver by Park Owner of Park Owner's right to enforce any provision hereof after any default on the part of Homeowner shall be effective unless made in writing and signed by Park Owner, nor shall it be deemed a waiver of Park Owner's right to enforce each and all of the provisions hereof upon any further or other default on the part of Homeowner. The acceptance of rent hereunder shall not be, or become construed to be a waiver of any breach of any term or provision of this Agreement or any rule, regulations, term or provision contained in any document referred to in this Agreement, nor shall it reinstate, continue or extend the term of this Agreement or affect any notice, demand, or suit hereunder.

14. TERMINATION OF TENANCY

This Agreement may only be terminated by Park Owner in accordance with the Mobilehome Residency Law, for example, non-payment of rent, substantial annoyance, violation of rules and regulations, etc., as permitted under Civil Code Sections 798.55-798.62.

15. TRANSFER OF OWNER'S INTEREST

In the event Park Owner transfers Park Owner's interest in the Park, Park Owner shall be automatically relieved of any obligations hereunder which occur after the date of such transfer, provided such obligations are assumed in writing by the transferee. The purchaser of the Park must be bound by this Agreement.

16. TERMINATION BY HOMEOWNER

Homeowner may elect to terminate this Agreement on sixty (60) days written notice to Park Owner if one of the following occurs:

(a) All persons occupying the Homesite rented to Homeowner by this Agreement terminate their tenancy as to said Homesite and remove Homeowner's mobilehome from the Park. Removal of the mobilehome must be done in compliance with applicable state and local law. In such event, after the sixty (60) days written notice and removal of the mobilehome this Agreement is terminated and the Homesite shall revert to Park Owner's control. Park Owner may lease or rent the Homesite to any party on any terms Park Owner chooses; or

(b) All persons occupying the Homesite rented to Homeowner by this Agreement decide to terminate their tenancy as to said Homesite rented to Homeowner by this Agreement and sell Homeowner's mobilehome to another party who has been approved by Park Owner for tenancy in the Park in accordance with the terms set forth in Section 17 of this Agreement, entitled "APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENT."

In the event the Homeowner dies, the heir, joint tenant, or personal representative of the estate who gains ownership of the mobilehome shall have the right to sell the mobilehome pursuant to the applicable requirements contained in the California Civil Code, including but not limited to Section 798.78, or other requirements in this Agreement and terminate this Agreement upon the sale of the mobilehome.

17. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNER

17.1 Homeowner may sell Homeowner's mobilehome at any time pursuant to the rights and obligations of Homeowner and Park Owner under the Mobilehome Residency Law, specifically California Civil Code Section 798.74, and other applicable law. In addition, Park Owner agrees to make their standards for the approval of subsequent purchasers available to Homeowners or potential purchasers upon request and acknowledges these financial requirement standards are not confidential. If Park Owner rejects a potential purchaser of a mobilehome, then in accordance with state law, if a prospective purchaser is rejected, then the Park Owner, in writing, shall notify the Homeowner of the reason. This Agreement does not require Park Owner to provide the Homeowner with any information that might be considered confidential.

17.2 Rent of the mobile home is allowed to be increased upon sale pursuant to Section 3.4 of this Agreement. Park Owner agrees to provide Homeowner with the monthly space rental charge that would apply following the sale of the mobilehome upon a written request by Homeowner notifying the Park Owner that they intend to sell the mobilehome. Park Owner may specify the location for such requests to be sent by Homeowners and make this information available to all Homeowners. Park Owner has seven (7) business days (Monday-Friday excluding

federal holidays) to respond to this request by the Homeowner. Homeowner acknowledges that the space rental charge is an estimate subject to change after sixty (60) days and does not account for any modifications to utility rates included in the rental fee or any Capital Improvements/Capital Replacements that are approved pursuant to this Agreement that may occur during this period. Homeowner may make subsequent requests for information following the expiration of this sixty (60) day period by providing additional requests and support that the mobile home is still listed for sale. This right to request rental information may be made by a Homeowner or the appointed financial agent representing the Homeowner, or Homeowner's estate, such as trustee, or appointee under a durable power of attorney representing the Homeowner, or the heirs/personal representative of the Homeowner.

17.3 Any additional rights granted to Homeowner or to Park Owner due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by Park Owner or by Homeowner. If the prospective buyer does intend for the mobilehome to remain in the Park, said buyer must do the following before occupying the mobilehome: (a) complete an application for tenancy, (b) be accepted by the Park Owner (c) execute a new rental agreement or other agreements for the occupancy of the Homesite, and (d) execute and deliver to the Park Owner a copy of the Park's then effective Park Rules and Regulations and other residency documents. IF THE PURCHASER FAILS TO EXECUTE AN ASSIGNMENT OF THIS AGREEMENT OR NEW RENTAL AGREEMENT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY. The rental agreement, Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their own terms and provisions than this Agreement, the Rules and Regulations, and other residency documents now in effect.

17.4 Notwithstanding anything contained herein to the contrary, Park Owner may, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Homesite upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted either party due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable laws may be enforced by either party at that party's option.

18. OCCUPANCY QUESTIONNAIRE

Homeowners shall complete, sign and provide to Park Owner, on three (3) days written notice, an Occupancy Questionnaire. (Please note: Such Occupancy Questionnaire shall be required only on an annual basis, unless otherwise necessary.) Such executed Questionnaire shall contain the following upon completion:

- A. The names of all occupants of the Homesite.
- B. Nature of occupancy, i.e. guest, resident, shared tenancy under California Civil Code Section 798.34 (b), family member,

- C. The legal owner and registered owner of the mobilehome,
- D. Names and addresses of all lienholders of the mobilehome,
- E. A copy of the title registration card issued either by the Department of Housing and community Development or the Department of Motor Vehicles for the mobilehome occupying the Homesite.
- F. Park owners may require income certification, if income level requirements are a condition of occupancy, or other occupancy requirements, if such requirements are described in the Park's Rules and Regulations or other residency document of the Park that is in effect and permitted under the Mobilehome Residency Law.

19. LIENS AND CLAIMS

19.1 Prohibition Against: Homeowner shall not suffer or permit to be enforced against Park Owner's title to the Park, or any party thereof, any lien, claim, or demand arising from a work of construction, repair, restoration or maintenance of the Homesite or mobilehome.

19.2 Removal of Liens by Homeowner: Should any lien demand, or claim be filed, Homeowner shall cause it to be immediately removed. In the event Homeowner, in good faith, desires to contest such lien, demand, or claim, he may do so, but in such case Homeowner agrees to and shall indemnify and save Park Owner harmless from any and all liability for damages, including reasonable attorneys fees and costs, resulting therefrom 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.

19.3 Removal of Liens by Park Owner: Should Homeowner fail to discharge any such lien or furnish bond against the foreclosure thereof, Park Owner may, but shall not be obligated to discharge the same or take such 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 attorneys fees and court costs incurred by Park Owner in connection therewith shall be repaid by Homeowner to Park Owner on written demand.

20. ENFORCEMENT BY CITY OF VISALIA

The parties hereto specifically grant to the City of Visalia the authority to enforce the terms and conditions of the 2025 Standardized Lease Program Agreement, which provides the offering of this lease to the Residents of Parks within the city limits of Visalia. The parties agree that the prevailing party shall be entitled to recover any costs and attorneys fees incurred in the enforcement of the terms and conditions of the 2025 Standardized Lease Program Agreement it seeks to enforce on behalf of the parties hereto.

21. INDEMNIFICATION

Park Owner shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any resident or to any of the employees, guests, invitees, permittees, or licensees of any resident, or to any other person whatsoever, caused by any use of the Park or Homesite, which is the result of any defect in improvement erected thereon, or arising from any accident in the Park or Homesite arising from any fire or other such casualty thereon, or arising from any cause whatsoever. Homeowner hereby agrees to indemnify and hold Park Owner free and harmless from liability for all claims and demands for any such loss, damage, or injury, including attorney fees, together with all costs and expenses arising therefrom or in connection therewith. The foregoing release and indemnification shall not apply to the negligent or willful acts or omissions of Park Owner, the breach of this Agreement by Park Owner, or any other duty owed by Park Owner as compensation for diminution in value of the leasehold or for taking of the fee or the taking of any interest Homeowner may have had due to this Agreement or Homeowner's tenancy in the Park. Nothing contained herein, however, shall be deemed to preclude Homeowner from obtaining any award for loss of, damage to, or relocation of Homeowner's removable personal property, or to give Park Owner any interest in such award.

22. ENTIRE AGREEMENT

This Agreement and the documents referred to herein constitute the entire Agreement between Homeowner and Park Owner pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, whether written or oral.

23. ATTORNEYS' FEES AND COSTS

If any action arises out of Homeowner's tenancy, this Agreement, the attached 2025 Standardized Lease Program Agreement, or the provisions of the Mobilehome Residency Law, the prevailing party shall be entitled to reasonable attorneys' fees and costs. A party shall be deemed the prevailing party if judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during trial, unless the parties otherwise agree in the settlement or compromise.

24. HEADINGS

The 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.

25. NOTICES

All notices required or permitted under this Agreement must be in writing and may be served upon Park Owner or Homeowner by any means then permitted by law.

26. TIME OF ESSENCE

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

27. INVALIDITY OF PROVISIONS

27.1 Certain terms and provisions of this Agreement and other documents referred to in this Agreement refer to, restate, or summarize provisions of the Mobilehome Residency Law 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 Homeowner's and Park Owner's rights, liabilities, duties and obligations to one another and to other persons. The same is true of all of the other provisions of this Agreement and the other documents used by the Park. If any of the provisions of this Agreement or the other documents used by 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 Park Owner's and Homeowner's rights, liabilities, duties, and obligations under the provisions of the Mobilehome Residency Law and all applicable laws. Homeowner agrees to promptly notify Park Owner in writing of any instance where Homeowner believes that any of the provisions of this Agreement or other documents used by the Park fail to meet the above criteria.

27.2 If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, or unenforceable, then the remainder of this Agreement or the other document or the application of such term or 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.

28. CHOICE OF LAW

This Agreement and all documents referred to in this Agreement shall be construed and enforced in accordance with the laws of the State of California.

29. EXTENSION OR RENEWAL

Pursuant to the terms of the 2025 Standardized Lease Agreement, the prescribed term of this Agreement is until June 1, 2030. Homeowner and Park Owner may negotiate the renewal or extension of this Agreement for an additional term mutually agreeable to the parties as long as such agreement is in writing. Any such extension is beyond the term of the 2025 Standardized Lease Agreement and shall state the terms that 2025 Standardized Lease Agreement expires on June 1, 2030. The 2025 Standardized Lease Agreement does not apply after June 1, 2030 and shall no longer be applicable, any renewal or extension shall strike out all references to the 2025 Standardized Lease Agreement, and any services that may be provided by the City of Visalia.

30. ASSUMPTION OF AGREEMENT

Homeowner shall have the right to assign Homeowner's interest in this Agreement upon the sale of Homeowner's mobilehome, and a purchaser shall be allowed assume Homeowner's interest in this Agreement, as long as: (a) the provisions of the paragraph above entitled "APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNER" is complied with, (b) Homeowner is not in arrears in his or her rent at the time of assignment, and (c) Homeowner is not in violation of any of the park Rules and Regulations or any provision of this Agreement. Homeowner must, however, immediately notify Park Owner in writing of Homeowner's intent to sell Homeowner's mobilehome, and shall provide Park Owner with the name, address and telephone number of such prospective buyer. Within fifteen (15) days of such notification, Park Owner shall notify such prospective buyer that this Agreement may be assumable if the prospective buyer of the mobilehome intends to remain in the Park.

31. MEDIATION/DISPUTE RESOLUTION

With respect to any dispute between the parties as to this Agreement, the parties shall attempt, in good faith, to meet and confer to resolve the dispute prior to litigation or other formal forms of dispute resolution.

The parties agree that the City of Visalia Community Development Department may designate an ombudsman to mediate disputes between the Park Owner and Homeowner. The City, in its sole discretion, may choose to act as a mediator for disputes arising out of or related to this Agreement. The City is not required to act as a mediator and can decline to act as such.

Disputes concerning the mobile home park facilities, mobile home park utilities, rules and regulations of the mobile home park and other issues not directly subject to the terms of this Agreement are not a subject for the City contact person to mediate. The City of Visalia is not responsible for mediating any disputes that the City, in its discretion, determines not to be the subject of this Agreement.

The parties to this Agreement, may by mutual agreement, refer the matter to alternative dispute resolution or refer the matter to be heard by a dispute resolution panel to be made up of two Park Owner representatives, and two Homeowner representatives from one of the Parks that signed the 2025 Standard Lease Agreement. A hearing will be held before the panel and each side will be allowed to present their case without objection although panel members may ask questions. No formal rules of evidence will be required to be followed and neither side will have the right to subpoena documents or witnesses. The dispute resolution panel will issue a **non-binding** decision on the matter or note that no majority decision could be reached. The parties agree that if the hearing process is used then all information presented during the hearing will be considered confidential and being revealed in order to settle the dispute. Either Park Owner or Homeowner may refuse to participate in this alternative dispute resolution procedure. If this procedure is used, then both sides agree that the applicable statute of limitations shall be tolled during until after the panel issues its **non-**

binding decision or statement that a majority decision could not be reached. The parties may continue to pursue the matter through other legal recourse.

Park Owner

Homeowner

Print Name _____ Date _____

Print Name _____ Date _____

Title _____

Print Name _____ Date _____
(Spouse or Other Owner)