

AGREEMENT FOR THE LEASE OF MOBILE HOME PARK LOT

Liv Thomas, as Lessor (hereinafter "Lessor") hereby leases and demises to Kathleen Nicolosi, as Lessee (hereinafter "Lessee"), that certain mobile home park (hereinafter the "Park") lot described more fully as Lot No. 1, of South River Rd Park, located in Harnett County, State of North Carolina 3831 South River Rd
Lillington N.C.

(INSERT LEGAL OR OTHER DESCRIPTION OF LOT TO BE LEASED)

Lessor and Lessee in exchange for mutual covenants and other good and valuable consideration do hereby declare that this Agreement is subject to the following terms and conditions:

1. **Term and Termination.** The initial term of this Agreement is for a period of 12 months (weeks, months, years) from the date hereof and shall terminate on the 30 day of MARCH, 2023 Lessee shall have the option to renew this Agreement at the end of the initial term for a like period, provided however, that Lessee provide notice of such renewal to Lessor 30 days prior to the expiration of the initial term. A party desiring to terminate this Agreement for the failure of the other party to comply with the terms of this Agreement shall provide 15 days notice of such non-compliance to the other party. If the non-compliance is not cured within that 15 day period, then the Agreement shall be deemed to be terminated. In that event, no further rent shall be due if termination is effected by Lessee. If termination is effected by Lessor, this Agreement shall not bar the institution of eviction proceedings or collection for holdover rent against Lessee.
2. **Access and Parking.** Lessor shall provide Lessee with access to the above described lot at all times, save and except for such reasonable and necessary restrictions as may be applicable to preserve the general health and security of tenants of the Park. Lessor shall provide Lessee with a written copy of such restrictions at the time of the signing of this Agreement.
3. **Rent.** Lessee shall pay to Lessor the amount of \$ 325 per (week/month) for the lease, demise and use of the above described lot. Such rent shall become due and payable beginning on the 1st day of month (week/month) and thereafter on the same day of each succeeding week/month for the balance of the term of this Agreement.
4. **Late Charges.** In the event that any rental amount recited in the above Article 3 of this Agreement is not paid within 5 days of the date due, Lessee shall pay unto Lessor the additional amount of \$ 25 as a late charge.
5. **Use of Premises.** Lessee agrees to use the Lot for residential purposes only and not to permit the use of the Lot for any illegal purposes. Lessee further agrees not to use or to permit use of the Lot in a manner which causes violation of any health code or ordinance or which creates a public or private nuisance.

6. **Assignment.** Lessee shall not have the right to assign or to sublet any right or interest created by this Agreement without first obtaining the written consent of the Lessor, who shall not unreasonably withhold such consent. If such consent shall be obtained, Lessee shall remain liable for the payment of rent and for the performance of all other terms and conditions contained herein. *To be occupied only by person on the lease.*
7. **Removal of Equipment, Furnishings and Improvements.** Lessee shall have the right to remove all equipment, furnishings, improvements placed by Lessee upon the Lot at any time, including but not limited to the date of termination hereof.
8. **Indemnity and Insurance.** Lessor and Lessee shall indemnify and save harmless each and the other for any claims, losses, and actions of all kinds for any violation(s) of the terms and conditions of this Agreement, subject only to Article 9 herein below.
9. **Liability.** Lessor and Lessee shall be liable to each other only for those negligent or intentional acts which are caused by and which cause damage to either of the parties hereto.
10. **Notice.** Any notice made under this Agreement shall be deemed effective upon the date delivered if made by personal service and posting at a party's address as listed herein or upon the date of mailing if made by registered or certified United States mail, return receipt requested. The addresses of Lessor and Lessee for the payment of rent and for notice and any other provisions under this Agreement are as follows:

LESSOR

Lin Thomas
1350 Joe Collins Rd
Lillington NC 27546

LESSEE

Kathleen Nicolosi
3831 South River Rd
Lillington N.C.
27546

11. **Utilities.** Lessor agrees to provide such usual and customary utility hookups for electricity, gas (natural/butane/propane) as are currently made available to tenants of the Park generally. Lessee agrees to be responsible for and to pay for any service charges, monthly usage charges or other costs incurred for the connection and use of the utilities provided.

[Handwritten signature]

LESSEE

[Handwritten signature]

LESSOR

WITNESS THE SIGNATURES of the parties to this Agreement on this the 12th day of March, 2022

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NC.

12. Entirety. This Agreement contains all of the terms and conditions made between the parties hereto for the lease and demise of the above described Lot and may be modified only by a subsequent written agreement signed by both parties.