

LEASE AGREEMENT  
FIVE YEAR

1) Rodgers Family Holdings, LLC, (hereinafter referred to as the "Park") hereby agrees to lease to **John Doe** (hereinafter referred to individually and/or collectively as "Tenant") for a period of Five (5) years, commencing **July 1, 2016** and terminating **June 30, 2021** a lot for Tenant's mobile home at the following address:

**239 Ayer Road, Lot # , Littleton, MA 01460**

2) The monthly lot rental fee shall be **\$XXX**, payable on or before the first of each month without demand for the initial term of this lease. Said monthly lot is subject to Escalation Clause further described herein below. Tenant also agrees to pay, in addition to the monthly lot rental fee, the monthly license fee imposed by the town of Littleton on the Tenant's home, which license fee is currently set at \$9.00 per month, and with water usage bill for the town of Littleton pertinent to the Tenant's mobile home. The TOTAL rent and license fee due each month initially is **\$XXX**.

3) ESCALATION: The year following the execution of this lease, the monthly lot rent shall be increased on June 1 of each calendar year, commencing the year after this lease by an amount equal to that percentage of the said monthly rent which is the same percentage as any increase in the U.S. Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) for Boston, MA (1967-100) between March 1 of the previous year (CPI increase), and proportional increases resulting from increases in the amounts paid by Lessor for Water & Sewer, Taxes, Licenses Fees and Insurance premiums for the previous year (Pass-through increase). Written Notice shall be given to tenant no later than April 15 of each year of said increases and the resulting new monthly rent to be effective June 1 of that year.

4) The Park shall collect a late charge from the Tenant for rent remitted more than thirty days after the due date equal to ten percent (10%) of the total rent due. This charge shall be cumulative from month to month.

5) After the termination of the lease period, the terms of this lease shall continue on a 5 year basis unless 90 days written notice to terminate is given by either party. In the event the Tenant sells the mobile home to a purchaser who meets the lawful current regulations of the park, Park agrees this lease shall terminate on the day the purchaser enter the park to assume occupancy of the mobile home. Tenant shall notify the Park in writing when putting home up for sale. It shall be the Tenant's responsibility to insure that any prospective buyer contact the Park to receive a copy of the Park's rules and an application for tenancy. The Park, in it's sole discretion shall approve or disapprove such application, but approval shall not be unreasonably withheld.

6) Only the following named individuals are authorized to reside in the mobile home:

**John Doe**

7) For NEW leases, a copy of the rules and regulations of the Littleton Motor Court are attached hereto and made part hereof. For RENEWAL of existing leases, tenants acknowledge prior receipt of the rules and regulations of the Littleton Motor Court as submitted to the Massachusetts Mobile Home Commission and Massachusetts Attorney General Division of Consumer Protection on June 23, 2003 by Rodgers Family Holdings, LLC. Tenant(s) agree that

he/she and all occupants or guests shall be bound by said rules and regulations, which are hereby incorporated to this Agreement by reference and made part hereof.

8) Rodgers Family Holdings, LLC. is the owner of Littleton Motor Court, and is responsible for care, maintenance and repair of the property. Any notice of violation of law and service of process shall be made to :

Rodgers Family Holdings, LLC.  
843 W. Hollis Street  
Nashua, NH 03062  
(978) 772-2095 or (603) 882-3285

9) Tenant agrees that he/she shall be liable in full for any and all intentional or negligent damage done to the mobile home site, including fixtures and utility connections during tenancy on the site. Tenant agrees to hold Rodgers Family Holdings, LLC. harmless from any and all liability from claims arising within and without the leased premises during the term of this lease. Tenant shall provide insurance indemnifying Lessor from liability and loss at the leased location, including, but not limited to loss to Tenant, his/her visitors, agents, employees and loss resulting from fuel oil storage on the premises, not resultant from Lessor's negligence.

10) Tenant agrees to accept all responsibility and maintenance of their above ground fuel oil and propane tanks and all connecting lines. Due to the environmental liability associated with the above ground fuel oil storage tanks, all such tanks within the park's premises shall be either properly containerized in a NFPA approved containment device ("Tank Tub" or similar) designed to prevent leakage in the event of fuel oil release; or shall be NFPA approved double walled tank, with an indicator/alarm in the event of external wall failure. In the event of fuel oil release from a Homeowner's above ground fuel oil storage tank, all costs associated with it's clean up in accordance with appropriate state and federal regulations and guidelines, shall be the sole responsibility of the Homeowner.

11) Tenant hereby acknowledges receipt of a copy of this lease, and a copy of the park's rules, and agrees to abide by the terms, conditions and covenants thereof. In the event of forced collection of rents or other lawful charges, or in the event of eviction, Tenant acknowledges that he/she shall be liable for all costs, including but not limited to, reasonable attorney's fees, incidental and consequential damages.

In witness thereof the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Rodgers Family Holdings, LLC.-DA

Tenant

Tenant