

**PLEASE NOTE THAT THIS OCCUPANCY AGREEMENT IS BEING
PROVIDED TO YOU PURSUANT TO
MASSACHUSETTS GENERAL LAWS,
CHAPTER 140 AND CMR 10.00**

The Park at Pocasset

This **OCCUPANCY AGREEMENT** made this ____ day of _____, 2019, by and between **The Charles W. Austin Trust** (hereinafter the “Operator” or “Lessor” or “Trust”), and the undersigned Resident(s) (hereinafter called the “Resident(s)” or “Resident”), agree to the following terms, provisions, conditions and covenants relating to the Residents occupancy in The Park at Pocasset, a manufactured housing community located in Pocasset, Massachusetts (the “Park” or “Community”).

1. TERM OF LEASE:

The Lessor hereby leases to the Lessee, and Lessee hereby takes from the Lessor, a certain parcel of land in the park hereinafter referred to as the “Premises” being commonly known as numbered as:

Street No: _____, Pocasset, Massachusetts

Please note, the definition of “Premises” does not include Lessee’s manufactured home; the terms “Premises” and “Lot” are used interchangeably in this Lease Agreement.

The lease term is either **one (1) to five (5) years** (the “Term”) based on the selection by the Tenant: [please elect 1-5 years or tenant-at-will for the term]:

- one year;
- two years;
- three years;
- four years;
- five years, or
- tenant at will

Notwithstanding anything herein to the contrary, the anniversary date (regardless when this lease is signed) shall be April 1st, and all amounts shall be prorated as necessary to conform with such anniversary date.

The term, depending on the terms chosen above, shall commence on April 1, 2019, (the “Commencement Date”) and shall terminate on the last day of March, 2019, ‘20, ‘21, ‘22, or ‘23 depending on the term chosen (the “Termination Date”)

In the event that the Lessee sells Lessee’s manufactured home during the term of this lease, the purchaser (if approved by the Lessor as hereinafter provided) will assume the remaining terms of the lease. However, this lease will be assumable ONLY if the Lessee is currently in compliance with the terms and provisions of this lease and this provision is subject to Operator’s right of first refusal. Without waiving any rights Lessor or Lessee may have, Lessee shall be a tenant from month to month if Lessee continues in possession after the end of this

Agreement. As a month to month tenant, Lessee's rent shall be such amount as Lessor may lawfully establish, and Lessee shall be subject to all provisions of this Agreement which may be applicable and consistent with a month to month tenancy.

2. MONTHLY RENT:

Lessee shall pay Lessor the rent herein below described in full on the first day of the month each and every month during the term of the lease without demand, deduction, or set-off, subject to Massachusetts laws and regulations.

The monthly rental fee is \$478.00 plus \$12.00 paid to the Town of Bourne for a total of \$490.00/month.

3. RENT ADJUSTMENTS:

A. BASE RENT INCREASE

The base rent each year of this lease may be increased with thirty (30) days' notice prior to the annual anniversary of this lease term, provided that such increase shall not be more than six (6%) percent of the prior annual rent.

Which increase shall be prorated and paid monthly, effective on the annual anniversary date. Lessee shall be given no less than thirty (30) days-notice, in writing, of any increase in rent. Said notice shall indicate the amount of the increase, the new rental amount and the date the new rent amount must be paid.

B. TOWN OF BOURNE (the "Town") LICENSE FEE ADJUSTMENT

If the License Fee charged by the Town is adjusted at any time during the lease, the amount paid by the Lessee shall be similarly increased or decreased, effective as of the date of adjustment. The Town License fee is comprised of a monthly fee charged for each occupied homesite plus an annual flat fee for each Park location amortized monthly.

C. RENT ADJUSTMENTS

1. The Lessor may increase or decrease the rent amount during the term of the lease based upon any change in the amount of Real Estate Taxes imposed upon the Park by the Town.
2. Lessee's share of any increase or decrease in real estate taxes shall be shared equally among all of the households in the community. Lessee's pro rata share shall be computed by the dividing the Real Estate Tax adjustment by the number of occupied sites.
3. If the Lessor obtains an abatement in Real Estate Taxes levied on the whole of the real estate, of which the Premises leased by the Lessee is a part, a proportionate (pro rata) share of such abatement, minus reasonable attorney's fees and costs, if any, shall be refunded to Lessee.

4. The lessee shall pay a pro rata share of the total cost of water billed to the Park by the Town or any other entity. It is understood and acknowledged that Operator reserves the right to individually meter all sites and if any one person has excessive usage, then an additional charge may be imposed on such site for such extraordinary usage provided that the Operator shall provide such site with a 30-day written notice of its findings and the determinate to charge proportionally for such usage.
5. The costs of some so-called "Capital Improvements" (e.g. extraordinary work, services or repairs such as, major landscaping, tree work, major road work, or connecting the community to town water or sewer systems, etc) may be passed onto Tenants of the Park through increased as set forth in 940 CMR 10.00.
6. The cost of Capital Improvements costing more than \$100.00 in the aggregate may be passed on to Lessees as additional rent as Lessor's discretion. Any such increase shall be shared equally (pro rata) by the residents. Lessees pro rata share shall be computed by the dividing the total cost of Capital Improvement spread over the useful life of the improvement by the number of site authorized by the Town.
 - i. Lessee shall receive written notice of the nature and cost of any Capital Improvements, the cost of which will be shared equally among all of the households in the community.
 - ii. Said notice shall also set forth that the costs of the Capital Improvements shall be amortized (that is, spread over the useful life of the improvement) pro-rated, and added, pro rata, to each Lessees rent as additional rent.

4. LATE PAYMENT OF RENT - CHARGES

- A.** Lessee shall pay Lessor the site rent in full on the first day of the month. Late charges of \$20.00 per month may be imposed as subject to Massachusetts law and 940 CMR 10.00, for failure to pay rent and charges in a timely fashion. Payments late more than 10 business days shall be considered a breach of this lease agreement, notwithstanding the fact that no penalty may be charged until payment is thirty (30) days overdue.
- B.** The fee imposed by Operator's bank shall be added to all checks returned for Insufficient Funds.
- C.** If more than two (2) checks are returned for insufficient funds in any 365-day period only certified funds, (i.e., bank checks, money orders etc.) will be accepted in the future.

5. USE OF THE PREMISES

The leased Premises shall be used only as a private residence, and for no other purpose. Lessee agrees:

- A.** Not to injure, overload, deface, or otherwise harm the Premises including the sewer/septic disposal system;
- B.** Not to install any structure, including but not limited to a fence of any kind, patio, patio cover, shed, fixture, dog house, dog pen, animal cage, portable or fixed swimming or wading pool, hot tub, or spa without the express written permission of the Lessor;
- C.** Not to modify in any way, the Premises or any authorized structure once permission to install has been granted;
- D.** Not to commit any nuisance, or permit the emission of any objectionable noise or odor;
- E.** Not to dump flush, or in any way introduce any hazardous substances or other improper wastes (including excessive amounts of laundry, clothes and dishwashing detergents) into any disposal system serving the Premises or the Park in general, including without limit, Clorox, wipes of any kind, baby wipes or such impediments to the operation of the system;
- F.** Not to generate, store, use or dispose of hazardous or toxic substances on or from the Premises to any other location except small quantities of ordinary household related cleaning products;
- G.** Not to make any use of the Premises for business which is improper, offensive, contrary to law, or which would deny other residents the quiet and peaceful enjoyment of their Premises; and
- H.** Not to make any use of the Premises which is improper, offensive, contrary to law, or which would invalidate, or increase the premiums for, any of the Lessor's insurance coverage.

6. OCCUPANCY

- A.** Only individuals having an approved residency application on file with Lessor may occupy the Premises. Lessees may have guests, but such guests shall not remain with Lessee for more than ninety (90) days in the aggregate during any one (1) year period without the written consent of Lessor, which consent shall not be unreasonably withheld.
- B.** In every home, there shall be no more than four (4) occupants, unless a higher or lower number is permissible or required according to the standards of the United States Department of Housing and Urban Development ("HUD"), MGL Chapter 105 CMR 410.400 "Minimum Square Footage" or other applicable local, state, or federal law. Restrictions imposed in any person(s)'s lease shall control for the purposes of determining the appropriate number of persons allowed in any such manufactured home.
- C.** For each occupant after the first four there shall be a \$100.00 per person charge per month. This fee covers the additional expense of providing working and functional septic systems, garbage removal costs and other costs associated with the additional expenses incurred by the operator.

7. SUBLETTING

A. Lessee shall not sublease or assign its rights to the Premises without prior written consent of the Lessor, which consent may be withheld at its reasonable discretion if Lessor deems such assignment or subleasing to be inconsistent with the well-being of the Park, which is composed of a very high percentage of Lessor-occupied Lessee Lessees. An assignment or a sublease will not be considered until Lessee submits a completed Residency Application for each proposed Sub-lessee over the age of eighteen (18). Lessor performs credit and background checks on all potential residents over the age of eighteen (18). No person shall own more than two (2) manufactured homes within the community and such person must make his or her permanent residence in one of such manufactured homes.

B. In the event of any subletting, the Sub-lessee and Lessee shall both be liable for any and all obligations provided for herein or as otherwise provided in the Rules and Regulations of the Park. Both parties shall execute and deliver to the Lessor appropriate evidence of their understanding, acknowledgement and adherence to said obligations, by signing a copy of the Park Rules and Regulations. In every case herein the term “Lessee” is deemed to mean both Sub-lessee and Lessee.

8. UTILITIES

A. Lessee agrees to pay all charges for fuel, gas, electricity, telephone, cable television, landscape and pathway lights, and other utility services benefiting the Premises when and as they become due.

B. Lessor shall not be liable for damages caused by any interruption in the provision of any such service to the Premises or common areas. Lessor is not liable for a rebate of rent or liable for a loss of occupation or quiet enjoyment caused by the maintenance and repair, or any interruption in the provision of any such service to the Premises or common areas or caused by additions made by residents to their sites or manufactured homes.

C. Lessee’s use of the Premises is subject to the presence of existing or future aboveground or underground utility meters, conduits, water pipes, sewer pipes, septic pipes, drainage pipes, other facilities for the transmission of utilities, and any other infrastructure necessary and appropriate to the conduct and maintenance of the Park.

D. Lessor reserves the right to install, remove, connect, disconnect, repair, maintain and service all such facilities and to have access thereto. Lessor reserves the right to remove or relocate any ancillary improvement to the Premises in order to conduct the installation, repair, maintenance or service of any utility. Lessor is not liable for damage to such improvements, provided that reasonable care has been taken to preserve the improvement.

9. WATER PIPES, FREEZE PROTECTION, AND HEAT TAPES

A. Lessee’s failure to take necessary precautions regarding freezing and bursting pipes or to reimburse Lessor for expenses associated therewith shall be a breach of this Agreement.

B. The water pipes under a home, down to and including the shut off under the tenant’s manufactured home, and the heat tapes necessary to prevent frozen

pipes are the Lessee's responsibility. All of these utility connections shall be properly connected, insulated and maintained by the Lessee at Lessee's sole cost and expense. The Lessor recommends that the heat tapes on water pipes be tested by the Lessee each year at the end of the summer to ensure that they are connected, have power and are working properly.

- C.** The combination of heat tapes and insulation protect against water freezing in the pipes under the home. Lessee acknowledges that continuous running of water to prevent pipes from freezing is ineffective, wasteful, and is a breach of this lease. Lessee is responsible for replacing broken or failed heat tapes.
- D.** If pipes freeze and need to be repaired or replaced, and/or other damage needs to be remedied, the Lessor may seek reimbursement for any cost imposed by the Lessee's negligence in maintaining the pipes, heat tape, and conditions as described in the preceding two paragraphs.
- E.** The Lessor is responsible for underground water pipes up to and including the shut-off valve under the Manufactured home. If due to the Lessee's negligence in maintaining the heat tape, the Shut-off valve (located in a pit under each home) breaks or leaks from freezing, and/or if the water pipes under a Manufactured Home break, freeze or leak, the tenant must have the pipe or valve properly replaced or repaired at his sole cost and expense.
- F.** If the water pipe under Lessee's home freezes and Lessor's maintenance staff is required to repair it Lessee will be billed at prevailing rates. Lessee is free to hire its own licensed plumber; Lessor does not solicit this work and would prefer to not to do this work. Lessor will try to accommodate Lessee only on an emergency basis.
- G.** Only Lessor's employees may shut off or turn on the water shut-off valves. Lessee will be responsible for the cost of any damages as a result of an unauthorized individual acting as its agent accessing and damaging a curb-cock valve.
- H.** If emergency repairs of water pipes are necessary, water may be shut off in the Park without prior notice to tenants to correct emergency conditions. Hot water tanks that are bottom fed should have a check valve in the water line. The Lessor is not responsible for water heater damage if the water drains out of Lessee's tank during an emergency water shut off and the operator has not been negligent and/or otherwise at fault.

10. SEWERAGE, REFUSE, ROAD MAINTENANCE, GENERAL MAINTENANCE, AND SNOW PLOWING

Lessor shall provide the following:

- A.** Refuse pick-up, at roadside, of ordinary household waste which must be in plastic bags or trash barrels,

- B. General maintenance of common areas to include tree trimming¹,
- C. Road maintenance, salting, sanding, and snow plowing within the park.
- D. Sewerage and septic pumping,

11. LESSOR'S RIGHT OF ACCESS

A. Lessee shall permit Lessor and its assigns to enter the Premises at all reasonable times for the purpose of inspecting, maintaining, or making repairs, alterations, or additions to any portion of said Premises. Reasonable notice will be given to the Lessee of all such entrances to the Premises except where an emergency exists. Lessor and its assigns shall not be liable to Lessee or its guests for any disruption or inconvenience associated with said activities.

B. Lessee agrees, in its absence, and in an emergency (including but not limited to frozen pipes, fire or medical emergencies), Lessor may enter the home to safeguard the Premises, abutting Premises, or common facilities. Lessee will reimburse Lessor for any and all costs associated with such entry.

C. Lessee's home and Premises shall be deemed abandoned if unoccupied for a period of ninety days (90) without prior written consent of Lessor, which consent shall not be unreasonably delayed or withheld. Abandonment shall be a breach of this Lease Agreement and Lessor will give written notice of the abandonment to Lessee's lender, to the extent such lender known to Lessor. Lessor may, without any obligation to do so, secure the Premises against damage, or make the Premises conform to the Agreement or the Rules and Regulations, in addition to all other rights and remedies Lessor may have under the law. Lessor's costs incurred in the event of abandonment shall be reimbursed by the Lessee.

12. RULES AND REGULATIONS

Lessor reserves the right to make reasonable rules and regulations from time to time relating to the use and operation of the common areas, patios, yards, and other portions of the Premises visible to the public; together with rules and regulations relating to the convenience, comfort or common interest of other Lessees including those relating to noise, garbage trash, barbecues, appliances, power tools, and furniture moving and together with rules and regulations relating to the design and maintenance of the Premises and aesthetic considerations relating to the Premises. Lessee agrees that any violation thereof shall be deemed a default hereunder. These rules shall provide in reasonable detail the use and operation of such facilities or services. The Park Rules and Regulations are incorporated herein by reference; Lessee agrees to abide by the same on the date hereof by execution of this Lease.

13. HOMES

A. Lessee shall not make or construct any other improvements (including without limitation, any utility building, fences, porches steps, skirts) nor may appurtenant structures be place on

¹ Trimming of small trees and shrubs is the responsibility of the Lessee. Removal of, and trimming of large trees, on the leased Premises, is at the sole discretion of the Lessor.

the Premises without the prior, express written approval of Lessor, which approval shall not be unreasonably withheld.

B. Lessor or its assigns shall be responsible for arranging for utility connections to the Premises and shall be responsible for the safe and proper connection and inspection of all utility services including, without limitation, water, sewer and electrical lines to the Home. The Lessee shall be responsible to transfer all utility services to its name and shall keep all such lines located on the Premises in operating order, free of shorts, holes, leaks, frayed coverings or loose connections. Lessor reserves the right to make any such repairs at the expense of Lessee in the event Lessee fails to make repairs in a timely fashion.

C. Lessee shall not change the roof line, exterior color, or change the siding, of its home or other improvements without approval of Lessor, which approval shall not be unreasonably withheld, and any such changes shall be and are subject to appropriate approval from the Town of Bourne.

D. Lessee acknowledges that compliance with the covenants contained in this lease is essential to maintaining an appropriate environment in the Park. Accordingly, a violation of any such covenant shall be considered a breach of Lessee's obligations under the lease.

14. LANDSCAPING

A. Upon termination of the Lease herein for any reason, Lessee shall leave in place all landscaping, garden plantings such as, but not limited to, trees, shrubs and flowers, unless Lessee obtains express written consent of the Lessor for removal.

B. In the event that the Lessor is required to disturb to remove any landscaping planted by or on behalf of the Lessee in order to repair, upgrade or maintain the Premises, the Lessor shall not be responsible to replace or replant any such landscaping and/or garden plantings.

15. QUIET ENJOYMENT

Lessee, residents and guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or Premises at any time. The playing of loud amplified music (and other sounds), or other activity that disturbs other Park residents is not allowed. This prohibition applies equally to sounds emanating either from a home or vehicle.

16. USE OF COMMON AREAS, STREETS AND LANES

A. Lessee shall have the right, subject to the provisions of this Lease and the Park Rules and Regulations, to use the common areas of the Park for access to and from the Premises and for such other purposes as Lessor, in its sole discretion reasonably exercised in furtherance of the health, safety or welfare of the Park, may from time to time permit.

B. The Park's streets and lanes are private, and not public thoroughfares, therefore, in the interest of safety, traffic control and the well-being of its residents, the Lessor reserves the right to establish and enforce traffic and parking rules, including but not limited to speed limits, number and type of motor vehicles, and parking spaces. Use of Park streets and lanes

is restricted to licensed drivers, registered motor vehicles, bicycles and pedestrians and vendors with proof of adequate liability insurance.

C. Lessee acknowledges that unregistered motorized vehicles of any size or type, or, of any method of mechanical propulsion, are not allowed to be operated on the streets and lanes or in the common areas of the Park. This prohibition includes but is not limited to automobiles, mopeds, boats, vehicle trailers, motorcycles, snow mobiles, dirt bikes, scooters, mopeds, go karts, dune buggies, mini bikes and any and all other type of motorized vehicle or trailer that transport same.

D. Lessee acknowledges that registered motorized vehicles are only allowed to be operated on the streets and lanes of the Park, and are not to be operated in common areas not designated as streets and lanes.

17. RESTRICTIONS ON USE OF CERTAIN AREAS

The only commons areas in the Park are the paved roadways, the bulletin board which is on the opposite side of the sign and the mailboxes. All other areas are prohibited from access or usage of any kind.

18. DELIVERY OF PRODUCTS AND SERVICES

A. The Park is maintained as a private enterprise, its streets and lanes are private and not public thoroughfares.

B. Residents may hire any vendor, supplier, or contractor (hereinafter collectively referred to as the "Vendor") of his or her choice to provide goods and services for the home and Premises, unless the goods or services provided may impact the health, safety, or welfare of other residents or their property, the Lessor or its property, or the community as a whole. In such a case where health, safety, or welfare are at risk the Lessee may only hire that Vendor if the Lessee submits to the Lessor reasonable evidence that the Vendor has insurance in an amount reasonably related to the size of the risk(s), and the associated liability.

C. The Lessor reserves the right to restrict the number of vendors, salesmen, servicemen and deliverymen that shall be allowed on the premises at any one time, provided, however, that any such limitation so imposed shall not result in prices exceeding the general prevailing price of similar goods in the community. Where such limitations exist, the information shall be posted in the office of the park in a conspicuous place and such posting is made a part of this lease.

19. FIRES AND OTHER CASUALTY

A. If the Premises and/or home are damaged by fire or other casualty and are rendered unfit for occupancy, and if the restoration and repair, which is subject to and conditioned upon approval by the Town of Bourne, cannot be completed within ninety (90) days after loss, the Lessor may terminate this lease effective as of the date of loss. If the Tenant's insurance company "totals" the manufactured home, then in such event, this Lease is terminable by Operator at its complete discretion. Lessor may, at its sole discretion, extend

the ninety (90) limit if restoration and repair is being diligently pursued. In addition to any other remedies available under the law Lessor may terminate the Lease Agreement if the Premises and/or home are not repaired or restored, within the time allotted by the Lessor, to a condition comparable to that which existed just prior to the damage

B. If the Premises and/or home is damaged by fire or other casualty and is rendered totally unfit for occupancy and use as a residence, and it is impractical to repair or restore, then either Lessor or Lessee may elect to terminate this Lease Agreement. Such termination by either Lessor or Lessee shall be by written notice, shall name the Casualty Lease Termination Date, and shall be delivered to the other within thirty (30) day of destruction or settlement with Lessee's insurance company.

C. If this Lease Agreement is terminated under the provisions of Paragraph 19 the Lessee shall remove his manufactured home within ninety (90) days the damage or casualty, unless Lessor agrees to other arrangements. Under any circumstances, the obligation of the Lessee to pay rent shall continue uninterrupted by any such damage.

20. SALE OF MANUFACTURED HOME BY LESSOR

A. Lessee must notify in writing the Lessor of its intent to list for sale the manufactured home at least thirty (30) days prior to listing same for sale. Residents, Lessees, their agents or assigns selling or listing a manufactured home for sale must notify the Trust of any sale and the any such prospective residents must apply and be approved by the Trust. See below for "Admission to the Park."

B. Upon the proposed sale of a manufactured home located in the Park the Lessee or its agent (the "Seller") must advise the prospective purchaser that the following procedures must be followed:

1. The prospective purchaser must meet with the Lessor or its representative no less than (30) thirty days prior to the planned occupancy;
2. At said meeting the prospective purchaser must provide the Lessor with copies of the sale documents no less than thirty (30) days in advance of the proposed sale date;
3. The prospective purchaser, and all others intending to reside in the home, must complete a credit application and authorize the Lessor to acquire information relative to the applicant's credit worthiness, and background;
4. The prospective purchaser must acknowledge, in writing, their receipt of a copy of the Park Rules and Regulations and the applicable lease form.
5. Lessor shall require that the exterior and grounds of Sellers Premises be in compliance with this Lease agreement and Park Rules and Regulations prior to closing.

21. ADMISSION TO THE PARK

A. The prospective purchaser must be at least 18 years of age.

- B.** The prospective purchaser must be creditworthy to the reasonable satisfaction of the Lessor.
- C.** The prospective purchaser, and all others intending to reside in the home, shall not have committed any crime that would make his, her or their residency in the Park inappropriate, or subject the other residents in the Park to potential harm, or raise safety concerns if such residency was permitted.
- D.** The prospective purchaser, and all others intending to reside in the home, must receive the Lessor's written consent to said occupancy which consent shall not be unreasonably withheld, but shall be based upon the results of the Lessor's investigations into the prospective purchaser, and other proposed resident's, credit history and background check.
- E.** The prospective purchaser must demonstrate a cash down payment or equity in their manufactured home of at least Twenty (20%) Percent.

22. LESSOR'S RIGHT TO PURCHASE UNIT ("Right of First Refusal")

- A.** Lessees ("Seller") desiring to sell their manufactured home must notify the Lessor, in writing, at least thirty (30) days prior to listing their manufactured home for sale. Prior to the listing, offering, or showing the manufactured home the Seller, or his agent, must advise the Realtor, Broker, Agent or other sales representative (hereinafter collectively referred to as the "Broker") of Lessor's right of first refusal. Notice of the Right of First Refusal must be included in all offers to purchase and all Purchase and Sale Agreements.
- B.** Under the Right of First Refusal the Lessor reserves the right to buy any manufactured home being sold within the Community.
- C.** Lessor is not required to pay a commission to any Realtor, Broker, Agent, or other sales representative upon Lessor's purchase of the manufactured home under this provision.
- D.** Prior to accepting a bona fide Offer to Purchase ("Offer") the Seller shall submit to the Lessor, a copy of the Listing and Offer along with any and all addenda, any additional terms, or conditions of purchase and/or sale.
- E.** Upon receipt of the Offer the Lessor has Fifteen (15) days in which to exercise its Right of First Refusal to purchase the property based upon the terms of the Offer.
- F.** The purchase of the manufactured home by the Lessor shall be based upon the Offer and shall take place in accordance with the terms set forth in the third party offer less any commission associated with the third-party purchase. In addition to the price contained in the Offer, Lessor agrees to pay Seller \$100.00 (ONE HUNDRED DOLLARS).
- G.** In the event that the Lessor does not exercise its Right of First Refusal to purchase the manufactured home, and the third-party sale does not take place, the Seller of the manufactured home is not required to submit to the Lessor any subsequent third-party offer made within one (1) year provided that the new Offer price and terms are identical to the original Offer.

H. The Lessor's Right of First Refusal shall not apply to transfers to purchasers who are members of the Lessor's family (including but not limited to step relatives and domestic partners). However, such a purchaser, and all others intending to reside in the home, must complete a credit application and authorize the Lessor to acquire information relative to the applicant's credit worthiness, and background.

23. CONDEMNATION

If the whole or any part of this Lease shall be taken under power of eminent domain by any competent authority this Lease shall terminate on the date of such taking.

24. ATTORNEY'S FEES

If Summary Process (Eviction) or some other proceeding is brought by the Lessor to enforce any covenants of this Lease or for the breach of any covenant or condition thereof, the prevailing party's reasonable attorney's fees, costs and expenses shall be paid by the other party.

25. WAIVER

- A. Any waiver, express or implied, by Lessor of any breach of this Lease or any terms, conditions or promises herein contained shall not be a waiver of the breach or a waiver of any subsequent breach of the same or of any other term, condition or promise herein.
- B. The acceptance of the tender of monies for rent, or for any other purpose, shall not be considered as an acknowledgment by the Lessor that such payment is for any or all amounts due and owing Lessor, and specifically shall not constitute a waiver of past amounts due for rents, additional rents, or any other amounts that may be due and owing hereunder.

26. LESSEE'S LIABILITY, INDEMNITY, AND INSURANCE

- A. Lessee shall carry property and liability insurance covering the Home and Premises and provide evidence of such insurance to Lessor at the time of closing, upon execution of this Lease Agreement, and annually upon renewal of the policy.
- B. The Lessee agrees to indemnify and hold harmless the Lessor against any and all damages and expenses for injury to persons and for loss, damage or injury to the Premises arising out of any loss, damage or destruction to the home because of Lessee's occupancy and use of the Premises. The Lessee agrees to maintain, at its expense, insurance for this purpose.
- C. Lessee shall indemnify and hold Lessor harmless and free from all damages including costs and reasonable legal fees incurred by Lessor in defense of any and all claims of third-party persons, for damages arising out of Lessee's negligent use of the Premises or Park.
- D. Lessee's obligation hereunder does not extend to any injury, loss, damage or liability arising from any omission, fault, negligence or other misconduct of the Lessor.

27. SUBORDINATION

This Lease is and shall be subject and subordinate to any mortgage that is now or may hereafter be a lien upon the Park and to any extensions, modifications, renewals and replacements of same.

28. DELIVERY OF NOTICES

Written notice required or permitted under this agreement shall be deemed properly given if (a) personally delivered, or if (b) deposited in the United States mail, postage prepaid, if sent by registered mail, postage prepaid, addressed to the addresses specified in this agreement or to such other address as has been specified in writing. Such choice of delivery shall be in the discretion of the Lessor.

29. MASSACHUSETTS REGULATIONS

This Lease and its terms are subject to 940 CMR 10.00, and in the event any term herein is limited or constrained by 940 CMR 10.00, then such Term shall be enforced only to the extent allowed by such regulations. Whatever rights afforded to Lessor and Lessee in 940 CMR 10.00 not provided for herein in writing, are incorporated herein by reference form said Regulations.

30. SEVERABILITY

If any provision herein is held to be void or unenforceable for any reason, including, but not limited to being inconsistent or conflicting with 940 CMR 10.00 or other applicable law that remaining provisions shall continue in full force and effect.

31. ENTIRE AGREEMENT BETWEEN THE PARTIES

This Occupancy Agreement, the Initial Written Disclosures, and to the extent permissible under Massachusetts laws and regulations, the Rules and Regulations of the Park, contain the entire agreement of the parties and no representation or agreement, whether oral or otherwise, between the parties that is not contained in the Occupancy Agreement, Written Disclosure or Rules and Regulations shall be of any force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective seals as of the day and year first above written.

LESSOR:

The Charles W. Austin Trust

By: _____
Its Trustee

LESSEE:

Signature
Print Name

Date

LESSEE:

Signature

Print Name:

Date

[Important Notice Required by Law and Initial Written Disclosures follow on next pages]

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

Lessee's Initials: _____ Date: _____

Lessee's Initials: _____ Date: _____

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as The Park at Pocasset and located on Barlow's Landing Road, Pocasset, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on _____(date).

Tenant(s) names and signatures

The Park at Pocasset
Operated by The Charles W. Austin Revocable Trust

INITIAL WRITTEN DISCLOSURES

To all prospective purchasers and tenants and to all existing tenants renewing or changing their tenancy: the following signed Written Disclosure including the Community Rules and "Important Notice Required by Law" is presented to you for your review. Signed acknowledgment of your receipt of this Disclosure is required at least 72 hours prior to either the signing of any Lease or the commencement of any new tenancy whichever comes first.

Community Name and Address:

The Park at Pocasset
P.O. Box 1088
Barlow's Landing Road
Pocasset, MA 02559-1088

Operators Name and Address:²

The Charles W. Austin Trust
Manager: Phil Austin
Tel: 24 hours – 508 563 3666

Common Areas and Facilities:

The common areas of the community exclude home-sites but include the following:

1. the roadways;
2. mailbox facilities; and
3. bulletin board

The following areas are not subject to common usage and their use is restricted:

1. the septic discharge field;
2. Maintenance building for septic discharge field; and
3. Abutting properties

Restrictions on Use of Certain Areas:

Use of community roadways is restricted to licensed drivers, registered motor vehicles, bicycles and pedestrians and vendors with proof of adequate liability insurance.

The Size and Location of the Manufactured Home Site:

- a. Your home will be situated on Your Site, based on customary understandings its bounds subject to encroachments placed by tenants on their respective lots.

² The Term "Operator" as used herein is the same person or entity as the "Lessor" as used in the lease.

- b. You will have right of access over your neighbor's lawn to the side of your house for the purpose of home maintenance and/or utility access provided that your neighbor's lawn will be unchanged by such activity. Such access will be restricted to five feet out from your house onto your neighbor's, and will be utilized so as not to interfere with your neighbor's quiet enjoyment of his/her lot.
- c. No resident shall place any item or put any plantings within five feet of another resident's home to protect from damage, allow passage and preserve the quiet enjoyment of all residents.

Community Rules: Are attached hereto and made a part hereof³.

The “Important Notice Required By Law” Under M.G.L. ch. 140, §32P: is attached hereto and made a part hereof.

Occupancy: In every home, there shall be no more than four occupants per applicable local law.

Term of Occupancy: The community offers leases of up to five (5) years depending upon an April 1st anniversary date, which are assumable by new purchasers.

Site Rental Terms and Fees:

- a. The monthly rental fee for the site shall be after appropriate notice is given under M.G.L. ch. 186 and 140, the sum of \$490.00/month (including the \$12 provided by the Operator to the Town of Bourne)

Lessee’s Initials: _____

Services covered by the rental fee include sewerage, property tax, household rubbish removal, snow plowing and maintenance of common roadways and other common areas.

- b. A late charge of \$20 will be assessed on rent over 30 days late.
- c. The Bank’s charge (depending on the amount imposed) will be added to all checks returned for insufficient funds.
- d. If more than two (2) checks are returned for insufficient funds in any 365-day period, only money orders or registered checks will be accepted in the future.
- e. Please make all checks payable to The Charles W. Austin Trust, P.O. Box 1088, Pocasset, MA 02559.
- f. Annual rent increases may be levied based upon conditions set forth in the occupancy agreement, associated with this document, as attached.

³ Please note that rules and regulations have been previously provided to all residents. Said Rules and Regulations went into effect as of _____.

- g. Nondiscriminatory site rent increases may be assessed periodically related to increases in the ongoing operational and maintenance costs, utilities, taxes, insurance, etc. If so, you will be notified of any change at least thirty days in advance of said rate change.
- h. Also, non-discriminatory rent increases may be levied at any time for capital improvements including but not limited to water distribution, sewage system, utility connections or installations, removal of oil tanks and site work necessary to preserve the integrity of the Community. These increases shall be calculated as the cost of such items amortized over the useful life of each item. These rental increases will be in addition to the above.

Utilities: Electrical service is individually metered to each home site and tenant is responsible for direct payment to the utility company. Tenants may choose and are responsible for direct service and payment to his/her supplier. Telephone, Internet service and cable television or the like may be directly available to individual homes, and tenants are responsible for their choice of these services and direct payments to these companies.

Home Owner's Insurance: It has been determined in most cases that homeowners' insurance, including liability coverage for your home and site is available for manufactured housing at reasonable rates, therefore is required. The tenant may be required to provide management with a copy of their Insurance Binder. So-called dangerous animal (dog) and Pollution coverage is urged due to the fact if tenant should be negligent in the care of their oil tank and a leak or spill occurs, tenant could be held responsible for costly clean up. The Trust does not cover animals or pets within the community.

Other Fees and Charges:

- a. Tenants may be charged a fee for removal of any items or trash other than normal household trash by the usual trash disposal provider, if that service is available. Community owner/operator may provide that service as well for a reasonable charge.
- b. Vehicles that are leaking or dripping gas must be promptly repaired. If resident fails to take corrective action after properly being notified, resident may be liable for costs related to the repair of the roadways.
- c. Unregistered vehicles and any vehicle parked in violation of any enforceable rule are not permitted and a towing fee may be charged after reasonable notice is given to the vehicle owner and the appropriate local authorities.
- d. If tenant elects to hire the operator to perform a service, charges for that service will be based on an agreed upon fee by both parties.
- e. If a tenant elects to replace his home with another home he must first notify and receive the Operators written consent. Any costs incurred relative to the replacement of a home shall be the sole responsibility of the tenant.

- f. If a tenant removes any improvements from the home site during his tenancy or at the completion of his tenancy causing damage to the site, tenant shall be responsible for repair.
- g. Homeowners, if they wish, may contract with the community owner/operator to broker their home for sale. A separate written agreement for this purpose is available.
- h. Tenants may be charged for work undertaken by the management, if after failure of the tenant to maintain the exterior of home or lot and after providing tenant with written notice of specified work to be performed and a reasonable time frame allowed, tenant does not do the repairs. Such notice shall specify the amount that will be charged to tenant. Charges will be fair and reasonable. See aesthetic standards for homes and sites in the Community Rules.
- i. Tenants are responsible for the care and maintenance of aboveground oil tanks⁴. They are responsible for selecting and monitoring their reputable and insured fuel providers for care and efficiency. If the tank is not scraped and painted, or is allowed to deteriorate from lack of maintenance and tenant is determined to be negligent by a Court of law with competent jurisdiction, tenant may be charged the uncompensated costs of remediation of a leak or spillage from the oil tank. Tenant may also be charged the costs of removing or replacing the tank.
- j. Tenants may be required to reimburse costs or repair damage if they are found by a Court of competent jurisdiction to have negligently or purposely caused to the community's basic utility systems. Tenants may also be required to pay the cost to upgrade your interior plumbing or wiring systems in their home only to the extent that the owner/operator can demonstrate the need for the upgrade to ensure the health and safety of residents, and only then on a nondiscriminatory basis.

940 C.M.R. 10:00 Regulations: You are hereby informed that the Attorney General has promulgated regulations relating to the conduct of manufactured housing communities. A copy of these regulations is available for resident inspection from the manager and its available on-line at <https://www.mass.gov/files/documents/2017/11/13/MHC%20Guidebook%20%28Nov%202017%29.pdf>.

I hereby acknowledge that more than 72 hours prior to signing any Lease or Occupancy Agreement I received a copy of the following documents:

- a. Initial Written Disclosures;
- b. Important Notice Required by Law; and
- c. **Community Rules for The Park at Pocasset**

I also do hereby acknowledge and affirm that:

⁴ It is understood that presently pending before the Appeals Court is the issue of responsibility for the above-ground oil tanks, and what is presented, is the position of the Operator until a decision is rendered by the Appeals Court of Massachusetts.

- a. I read all of the above-referenced documents;
- b. I understand the terms of the above documents; and
- c. I had the opportunity to have an attorney of my own choosing read and review the documents prior to my signing them.

, Lessee

Date: _____, 2019

, Lessee

Date: _____, 2019

D:\Web Sites\cabinetry\trailer park\source\Occupancy Agreement (1-29-19).doc