

Nelson's Outdoor Resort
LEASE AGREEMENT for Home Rentals

This lease is made and entered into this _____ day of _____, 20____, at Umatilla, Florida, by and between Nelson's Marina & RV Park, Inc. and _____
_____ (all adults) herein called the TENANT.

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said TENANT to be kept and performed, the community does hereby lease to the said TENANT the following described property:

19400 SE HWY 42, Umatilla, FL 32784 (Marion County) Lot No. _____

TO HAVE AND TO HOLD the same from the 1st day of January 20____ to the 31st Day of December 20____, and \$_____ will be the monthly base rent. Lease renewals and increases will become effective the 1st day of January of each year thereafter and will be part of the lease agreement for that year. The TENANT shall be notified of the increase in base rent at least ninety (90) days prior to the increase. Water, sewer, garbage, pest control and storm drainage are included in the home rental amount.

Home rental amount payments are due on or before the 1st day of each month for that month, at the Nelson's Park Office or mailed to 522 Hunt Club Blvd, #146, Apopka, FL 32703 and made payable to Nelson's.

The TENANT further covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property
2. To comply with the rules and regulations of the park. A copy of said rules and regulations has been furnished to the TENANT.
3. It is specifically understood and agreed by and between both parties hereto that the lease is governed by Chapter 513 (Park Models & RV's) or Chapter 723 (Mobile Homes), Florida Statutes as currently in effect at the time of execution of this document, the provisions of which are incorporated herein by reference.
4. Actions by the TENANT which constitute grounds for eviction under Section 513.13 (Park Models & RV's) or Chapter 723 (Mobile Homes), Florida Statutes shall be a violation of this lease. Failure of the Community to evict a TENANT for the violation of any one of the grounds set forth in Section 513.13, (Park Models & RV's) or Chapter 723 (Mobile Homes) Florida Statutes, or for any grounds provided for in this lease, shall not waive the right for the community to consider any subsequent violation of the same grounds or the violation of any other grounds, a breach of this lease by the TENANT so long as permitted by Chapter 513, (Park Models & RV's) or Chapter 723 (Mobile Homes), Florida Statutes.
5. The rules and regulations may be modified and/or eliminated and will not conflict with this lease. If a conflict exists, the rules and regulations take priority. Any new adoption

of rules and regulations upon giving the TENANT notice thereof as required by law and said rules and regulations in accordance with Chapter 513(Park Models & RV's) or Chapter 723 (Mobile Homes), Florida Statutes.

6. This lease and the privileges contained herein are not assignable and/or transferable (unless WRITTEN approval is 1st obtained by LANDLORD, and said lease is only valid as long as those executing this lease reside upon the premises set forth in this lease, and are in full conformance of all provisions of this lease and Park Rules and Regulations, except that a new TENANT may assume in writing the balance of the annual lease through December 31 of the year of purchase in a accordance with Chapter 513 (Park Models & RV's) or Chapter 723 (Mobile Homes), Florida Statutes. The TENANT certifies by signing this Rental Agreement that the TENANT is the TENANT of this mobile home and ANY assignment and/or subletting without LANDLORD's written consent constitute a default by TENANT under this Rental Agreement.
7. TENANT expressly understands and agrees that, upon execution of this lease, all prior leases, rental agreements, negotiations and other agreements between the parties regarding the home leased are hereby terminated, void, and no legal force and effect., including but not limited to any agreements with the formal owner.
8. Home Rent is calculated in a two-person limit on occupancy of each home. There will assessed an additional fee of \$35 per month charge for each residing visiting in the home for ten (10) days or more of each month.

9. Other financial obligations of the TENANT are as follows:

Late Fees Charge (minimum charge)	\$25.00
Late Fees Charge (daily fee)	\$5.00
Bad Check Charge	\$30.00
Extra Resident Fee (must be pre-approved)	\$35 per month
Cable Television	Paid directly by TENANT to company providing service
Damage Caused by Family or Guest	Charged at replacement cost
Pest Control	\$ included in base rent
Water	\$ included in base rent
Sewer	\$ included in base rent
Garbage	\$ included in base rent
Storm Drainage	\$ included in base rent

Rents are collected in this matter: All late fees, power bill invoices, fees noted above, boat storage fees are paid first then the home rent is applied. All additional fees shall be deemed rent.

Rent is due on the 1st of the month and is considered late if paid after the 5th. If rent is paid after the 5th day of the month, a late charge of \$25 will apply and \$5 per day late fee from the 5th of the month will be added.

10. TENANT (s) acknowledges that they have read the foregoing, the rules and regulations, and that TENANT was offered the foregoing lease prior to occupancy.
11. LANDLORD may evict the TENANT, one or more grounds set forth in Chapter 513 (Park Models & RV's) or Chapter 723 (Mobile Homes), A Florida Statutes, including:
 - a. Nonpayment of Home Rental amount;
 - b. Conviction of a federal or state law or local ordinance, violation of which may be deemed detrimental to the health, safety, or welfare of other TENANTS;
 - c. Violation of park rules or regulation, the rental agreement, or Chapter 513 (Park Models & RV's) or Chapter 723 (Mobile Homes), Florida Statutes;
 - d. Failure to be approved to occupy home by the LANDLORD.

The law applicable to the eviction action is the law in effect when the action or noncompliance underlying the eviction action takes place, including TENANT's failure to perform any obligation created by this Home Rental Agreement.

12. If the TENANT shall fail to pay the rent or any other fee, or charges specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreement of this Rental Agreement, the LANDLORD may, at his option, terminate this Rental Agreement and all rights of the TENANT hereunder, at which time the TENANT agrees to vacate the premises. If the TENANT fails to voluntarily vacate the premises after termination, the LANDLORD may bring an action for possession in the county court and TENANT agrees to pay all costs, expenses, and reasonable attorney's fees which shall be incurred and expended by LANDLORD.
13. Any equipment, fixtures, goods or other property of the TENANT not removed by TENANT upon termination of this Rental Agreement, or upon any quitting, vacating, or abandonment of the leased premises by the TENANT, or upon THENATS eviction, shall be considered as abandoned, and the LANDLORD shall have the right, without notice to the TENANT to sell or otherwise dispose of the same at the expense of the TENANT and shall not be accountable to the TENANT for any part of the proceeds of such sale, if any.
14. The rights of the LANDLORD contained herein are cumulative, and failure of the LANDLORD to exercise any right shall not operate to forfeit any other rights of the LANDLORD. No waiver by the LANDLORD of any condition or covenant shall be deemed to constitute or imply a further waiver of any other condition or covenant.
15. The LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any other person as a consequence of the failure, breakage, leakage, or obstruction of the water, sewer, waste disposal pipes or the electrical, gas, or oil

systems; or by reason of the elements; or resulting from carelessness, negligence, or improper conduct on the part of any other TENANT in the park or any of the TENANT's agents, guests, family members, licenses, invitees, or successors, or attributable to any interference, risk, interruption of or failure, beyond the control of the LANDLORD or any services to be furnished or supplied by the LANDLORD. The LANDLORD shall not be liable in any manner whatsoever for the loss, injury, or damage sustained by the TENANT, his family or guests, resulting from acts of theft, burglary, vandalism, water leaks or sewer backups.

16. In the event that any section, paragraph or sub-paragraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or sub-paragraphs not having been executed herein, and the remainder of the Agreement shall not be void thereby.
17. Where used herein, the singular shall be deemed to include the plural, and vice versa and the masculine to include the feminine and the neuter and vice versa.
18. The TENANT agrees to and shall save, and keep harmless and indemnify the LANDLORD from and for any and all payments, expenses, costs, attorneys' fees and from any and all claims, demands and liabilities for losses or damage to property or injury to persons occasioned wholly or in part by or resulting from any action or omission by the TENANT or the TENANT'S guests, licenses, invitees, or from any cause or reason whatsoever arising out of or by reason of the occupancy by the TENANT.
19. Any notice by LANDLORD to TENANT shall be mailed or delivered to TENANT at TENANTs address in the Park or by posting the notice on the door of TENANT's mobile home.
20. The Rental Agreement shall be binding upon, and inure to the benefit of LANDLORD and TENANT, and their respective heirs' personal representatives, successors and assigns.
21. The choice of law shall be Florida; jurisdiction appropriate only in Florida. Venue appropriate shall only be in Marion County, Florida.

WE HAVE READ AND UNDERSTAND THIS LEASE AGREEMENT AND AGREE TO THE TERMS SET OUT HEREIN. Each of the Regulations of the Park is specifically incorporated into this Rental Agreement by reference. The TENANT acknowledges that prior to executing this Rental Agreement, he or she has had a reasonable opportunity to read and review this Rental Agreement and the Park Rules & Regulations. BY Signing this Rental Agreement, he or she binds himself or herself to fully abide by this Rental Agreements and the Rules & Regulations.

WITNESS our hands and seals as of the date set out above.

TENANT

TENANT

Date: _____

Home Phone: _____

E-mail: _____

Community Representative

Date