

# CAMANCHE \_\_\_\_\_SHORE

MOBILEHOME PARK #

## RENTAL AGREEMENT

DATE: JANUARY 1, 2013

THIS RENTAL AGREEMENT IS AN IMPORTANT DOCUMENT THAT HAS LEGAL CONSEQUENCES. IT IS RECOMMENDED THAT HOMEOWNER HAVE IT REVIEWED BY AN ATTORNEY PRIOR TO EXECUTING THE DOCUMENT.

This Park is an  
Equal Housing Opportunity Provider.

We do business in accordance with  
the federal fair housing law.



It is illegal to discriminate against any person  
because of race, color, religion, sex,  
handicap, familial status, or national origin.

CAMANCHE SOUTH SHORE MOBILEHOME PARK #  
2000 CAMANCHE ROAD  
IONE, CA 95640  
209-763-5121

SPACE NO.

THIS RENTAL AGREEMENT (hereinafter the "Agreement") is made and entered into this 1<sup>st</sup> day of January, 2013 by and between the Owner and Operator of Camanche \_\_\_\_\_ Shore Mobilehome Park # (hereinafter the "Park Management") and those persons listed on the last page of this Agreement as the Homeowner (hereinafter collectively the "Homeowner").

**ANY PURCHASER OF A MOBILEHOME WITHIN CAMANCHE SOUTH SHORE MOBILEHOME PARK MUST RECOGNIZE AND UNDERSTAND THAT SUCH PERSON IS PURCHASING (OR HAS PURCHASED) ONLY THE MOBILEHOME AND POSSIBLE ACCESSORY BUILDINGS AND STRUCTURES OR EQUIPMENT AND IS NOT PURCHASING THE HOMESITE (SPACE) WITHIN THE MOBILEHOME PARK.**

HOMEOWNER ACKNOWLEDGES THAT THE ADJACENT PROPERTY MAY BE ZONED FOR RESIDENTIAL OR INDUSTRIAL, COMMERCIAL OR OTHER NON-RESIDENTIAL USES AND IS, OR MAY BE, DEVELOPED FOR SUCH USES AND SAID UTILIZATION MAY CONSTITUTE OR CONTRIBUTE TO CERTAIN ENVIRONMENTAL HAZARDS SUCH AS NOISE, DUST, ODOR, NOXIOUS FUMES, ETC. HOMEOWNER BY THIS ACKNOWLEDGMENT, FOREVER RELEASES AND DISCHARGES PARK MANAGEMENT FROM ANY DAMAGE OR INJURY WHICH HOMEOWNER MAY SUFFER NOW OR IN THE FUTURE, AS A RESULT OF SUCH ZONING AND/OR ACTIVITIES ON ADJACENT LAND TO THE FULLEST EXTENT PERMITTED BY LAW. HOMEOWNER WARRANTS THAT HOMEOWNER HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THESE MATTERS.

BY EXECUTING THIS AGREEMENT, HOMEOWNER IS ONLY ESTABLISHING A TENANCY IN THE PARK AND RENTING A HOMESITE FROM PARK MANAGEMENT. PARK MANAGEMENT MAKES NO REPRESENTATION, WARRANTY OR COVENANT AS TO THE MOBILEHOME LOCATED ON THE HOMESITE. HOMEOWNER ASSUMES ALL RESPONSIBILITY FOR THE MOBILEHOME, INCLUDING, BUT NOT LIMITED TO, TITLING AND REGISTRATION, PAYMENT OF TAXES, INSURANCE, GOVERNMENT FEES, AND MAINTENANCE OF THE MOBILEHOME AND ACCESSORY EQUIPMENT. PARK MANAGEMENT MAKES NO REPRESENTATION RESPECTING HOMEOWNER'S ABILITY TO SELL THE MOBILEHOME FOR THE PRICE PURCHASED OR FOR ANY OTHER PRICE. HOMEOWNER AGREES THAT PARK MANAGEMENT IS NOT RESPONSIBLE FOR ANY CONDITIONS THAT AFFECT THE MOBILEHOME'S SALE PRICE INCLUDING, BUT NOT LIMITED TO, CONDITION OF PARK, REAL ESTATE MARKET, RENT TO BUYER, LEASE TERMS OFFERED TO BUYER OR CONDITION OF OTHER MOBILEHOMES IN PARK, OTHER THAN RESPONSIBILITY MANDATORILY IMPOSED BY LAW.

HOMEOWNER'S TENANCY WITH PARK MANAGEMENT IS SUBJECT TO TERMINATION UNDER THE PROVISIONS OF THE CALIFORNIA MOBILEHOME RESIDENCY LAW AND MAY ONLY BE TERMINATED FOR THE REASONS STATED IN THE CALIFORNIA MOBILEHOME RESIDENCY LAW.

**1.0 SPECIFIC INFORMATION.**

**1.1 Homesite:** Park Management rents to Homeowner, and Homeowner rents from Park Management, the Homesite designated as Space No. (hereinafter the "Homesite") in Camanche South Shore Mobilehome Park #, a mobilehome park located at \_\_\_\_\_, California 95\_\_.

**1.2 Term:** Appropriate box to be checked below and acknowledged below by Homeowner and Park Management.

( ) The tenancy created under this Agreement shall be for a period of Thirty-Six (36) months and shall commence on January 1, 2013, and end on December 31, 2016, unless sooner terminated in accordance with the terms of this Agreement.

( ) The tenancy created by this Agreement shall be on a month-to-month basis and shall commence on January 1, 2013. Any Agreement returned unsigned or not returned to Park Management shall be considered as a month-to-month Agreement with all terms and conditions in force.

Homeowner Initials \_\_\_\_\_

Park Management Initials \_\_\_\_\_

**1.3 Rent:**

Base Rent: AND /100 (\$) per month

Late Rent Charge: Forty Dollars (\$40.00)

Returned Check Handling Charge: Forty Dollars (\$40.00)

Other: \_\_\_\_\_ \$ \_\_\_\_\_

**1.4 Utilities:**

Until further notice, provided without separate charge to Homeowner: Water, Sewer, Refuse service.

Contracted with the appropriate utility company or provider and paid directly by Homeowner: Propane gas or natural gas, electricity, telephone and/or cable television service.

## 1.5 Occupants:

Occupants of mobilehome upon the commencement date of this Agreement:

- A. Homeowners as listed on the last page of this Agreement.
- B. Residents (if other than Homeowner including, if applicable, minor children):

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- C. Guests:

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The specific information provided in paragraph 1 is only a summary and is more fully detailed in this Agreement.

## 2.0 DEFINITIONS.

The definitions set forth below shall apply unless more specifically defined within another provision of this Agreement.

2.1 "Park" means Camanche South Shore Mobilehome Park #3.

2.2 "EBMUD," "District" and "Park Owner" means East Bay Municipal Utility District, the holder of the fee simple interest in the Park (including EBMUD's directors, representatives, officers, managers, employees, and agents other than "Park Operator").

2.3 "Park Operator" means the concessionaire of the Park (including the concessionaire's directors, representatives, officers, managers, employees, and agents).

2.4 "Park Management" means the Park Owner and the Park Operator acting in joint capacity.

2.5 "Resident" is (a) the person(s) signing this Agreement as Homeowner; or (b) any person who lawfully occupies the mobilehome on the Homesite. Unless and until a prospective homeowner, purchaser, or those persons listed on the last page of this Agreement have been approved for tenancy by Park Management and have closed escrow on the mobilehome

occupying the Homesite, such person(s) shall not be deemed to be a "Resident" or "Homeowner" under this Agreement.

2.6 "Guest" includes all of Homeowner's agents, employees, persons sharing the Homesite pursuant to California Civil Code Section 798.34(b), (c), or (d), invitees, permittees or licensees, or other persons in the Park or on the Homesite at the invitation, request, or tolerance of Homeowner. Such persons do not have the right to occupy Homeowner's mobilehome as a member of Homeowner's immediate family as defined by California Civil Code Section 798.35

2.7 "Common Facilities of the Park," "Park Facilities," and "Common Areas" mean those facilities of the Park generally available for use to Residents and their guests, and include recreation hall, coin operated laundry, day use area, boat ramp, and adjacent courtesy dock (limited to resident's boat as on file at Park office), Resident access to Camanche Reservoir, streets and street lights, guest parking, children's playgrounds, basketball courts and tennis courts. Please note: Many of the Park's Common Facilities/Areas have hours of daily closure which are posted on site. Further, all of the Park's Common Facilities/Areas are subject to closure from time to time for safety and/or maintenance purposes.

2.8 "Homesite" means the real property rented to Homeowner by Park Management. 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 and (2) the apparent physical boundaries of the Homesite as they exist at the time of execution of this Agreement. However, if the minimum area necessary to comply with set back requirements of state and local agencies comprises a smaller area than stated above, then this smaller area shall comprise the "Homesite."

2.9 "Mobilehome Residency Law" means those provisions of the California Civil Code Sections 798 et seq. which are known as the "Mobilehome Residency Law" (including any and all amendments, deletions or modifications).

2.10 "Accessory Building or Structure" means any awning, awning enclosure, window awning, cabana, ramada, storage cabinet, storage building, skirting, earthquake bracing, driveway, antenna, satellite dish, spa, greenhouse, garage, carport, fence, stairway, porch, patio, or any other building or structure established on a specific lot for the use of the occupant of a unit.

2.11 "Park Management's approval," "approval of Park Management," "Park Management's consent," "consent of Park Management," or other similar terms as used in this Agreement or in other documents referred to in this Agreement, means that the Park Management's prior written approval must be obtained by Homeowner before Homeowner commences any such action

requiring Park Management's approval. If Park Management's prior written approval is required, Homeowner shall submit a written request to Park Operator at the Park Office that describes the action Homeowner proposes to take and requests Park Management to give prior written approval.

### **3.0 RENTAL OF HOMESITE.**

Park Management rents to Homeowner, and Homeowner rents from Park Management, the Homesite.

### **4.0 TERM.**

The tenancy created under this Agreement shall be for the term specified in paragraph 1.2.

### **5.0 RENT, UTILITIES AND INCIDENTAL REASONABLE SERVICE CHARGES.**

5.1 To the extent allowed by applicable law, Homeowner shall pay in advance (without notice or demand and without any deduction, offset, eliminated abatement or rebate of any kind) to Park Operator on the first day of each month:

A. The Base Rent as set forth in paragraph 1.3 and more fully defined in paragraph 5.2 below (as may be adjusted). In the event rent is pro-rated for any reason under this Agreement, it shall be pro-rated on the basis of a thirty (30) day month.

B. Such other amounts and charges as are set forth herein or added or increased as provided by law or this Agreement or amendments thereto.

C. Any additional charge, fee or government assessment which is authorized or required by law, or added or increased as provided by law.

D. All rent payable hereunder shall be paid by check or money order to Park Operator and sent by first class U.S. Mail to the address as provided by Park Operator. Park Operator may, upon at least ten (10) days' written notice to Homeowner, require payment to be made in cash or equivalent. Furthermore, upon at least ten (10) days' written notice to Homeowner, Park Operator may designate another place for payment of rent.

(1) If the rent is not received by Park Operator at Park Office, or other address as noticed by Park Operator, by 5:00 p.m. on the sixth (6th) day of the month, the late charge specified in paragraph 1.3 above shall be charged to cover Park Operator's cost for additional accounting and collection expenses.

(2) The handling charge specified in paragraph 1.3 above shall be required for all checks returned by the bank for any reason.

(3) Late charges and returned check handling charges may be increased pursuant to governing law.

(4) The acceptance by Park Operator of any late payment shall not constitute, or become construed to constitute a waiver of any breach, or subsequent breach, by Homeowner of any term, or 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; nor shall any custom or practice which may grow between Park Operator and Homeowner in the course of administering this Agreement be construed to waive or lessen the right of Park Management to insist upon the performance by Homeowner of any terms, covenants, or conditions contained in this Agreement, or contained in any other rule, regulation, or other document referred to in this Agreement, or to exercise any rights given Park Management on account of any breach.

(5) Any payment of rent by Homeowner shall first be applied to discharge any past due amounts, including, but not limited to, late charges and returned check handling charges. After such past due amounts have been paid, the remainder of any monies received by the Park from Homeowner shall be applied to past monthly rent amounts, then to the current month's rent.

5.2 BASE RENT. The base rent shall be the amount specified in paragraph 1.3 above and shall remain in effect through December 31, 2013. Effective January 1 of each lease year, the Base Rent shall be adjusted by the percentage defined in the EBMUD 2010/11 Rates and Charges. Any holdover tenants may be subject to a Base Rent adjustment as provided by the Mobilehome Residency Law.

#### **6.0 UTILITIES.**

6.1 Until further notice, Park Operator shall provide without separate charge to Homeowner: Water, Sewer, Refuse service. During the term of this Agreement, Park Management reserves the right to implement separate billing for water and wastewater service as provided by the Mobilehome Residency Law and subject to Article XIII C and D of the California Constitution.

6.2 Homeowner shall contract with the appropriate utility company or provider and pay directly for all other utilities and/or services, such as propane, natural gas, telephone, and cable television service (if available), as required or desired by Homeowner.

6.3 Park Management 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 Management's failure to furnish any of the utilities set forth in 6.1 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 Management. Homeowner acknowledges that any interruption of any utility service beyond control of Park Management is not cause for non-payment or deduction of any amount billed to Homeowner by Park Operator. (Please Note: The provisions of the paragraph below entitled "INDEMNIFICATION" apply to this paragraph.)

6.4 Park Management is not responsible for any variances or problems in the quality of utilities that are not directly provided by Park Management or are provided by utility companies and/or other service providers. Such variances include, but are not limited to, interruption of gas or electrical service; or problems with gas, electrical, water or sewer systems on Homeowner's side of the meter or hookup.

6.5 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.

6.6 Homeowner is responsible for determining that Homeowner's mobilehome, as well as all appliances and additional equipment used on or at the Homesite, is compatible with the electric service of the Park, and Homeowner agrees and acknowledges that Park Management has no liability or responsibility to Homeowner if the available electrical supply is not compatible.

6.7 Whenever it is necessary for Park Management to make repairs or improvements to the Park's utility systems, Park Management will have the right to suspend temporarily the delivery of the affected utility/utilities. However, a reasonable notice will be given to Homeowner as circumstances permit. All such repairs and/or

improvements will be completed as rapidly as may be practical and, if possible, at such times which will cause the least inconvenience to Homeowner.

#### **7.0 TAXES.**

7.1 Homeowner shall pay directly to the assessing body or party all municipal, county, state and federal taxes, assessments, fees or other charges levied upon Homeowner's mobilehome and other property owned by Homeowner, including property taxes on accessory equipment and structures (including, but not limited to, awnings, skirting, storage sheds, steps and porches) and other improvements made or installed by Homeowner, former Homeowners or by persons other than Park Operators.

7.2 Homeowner shall indemnify and hold Park Management and Park Management's employees, agents and property (including the Park, EBMUD's fee simple interest in the underlying real property and any improvements now or subsequently located in or on the Park) free and harmless from any liability, loss or damage resulting from any taxes, assessments or other charges required by this paragraph to be paid by Homeowner and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

7.3 This Agreement may create a possessory interest which vests in the Homeowner, and the Homeowner may be subject to the payment of property taxes levied on the possessory interest, if created.

#### **8.0 HOLDOVER TENANCY.**

If Resident 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 Resident shall be deemed a month-to-month tenancy, and Park Management may terminate or refuse to renew Resident's tenancy in accordance with the paragraph in this Agreement entitled "TERMINATION OF TENANCY BY PARK MANAGEMENT." Notwithstanding anything contained in this Agreement to the contrary, Park Management may also, upon written notice of increase pursuant to governing law, increase the Base Rent then in effect and other charges of the Park, without limitation, to the Resident who is holding over unless specifically prohibited by local rent control ordinance.

#### **9.0 RESPONSIBILITY OF PARK OPERATOR AND PARK MANAGEMENT.**

9.1 It is the responsibility of the Park Operator to provide and maintain the physical improvements in the Common Facilities of the Park in good working order and condition. Park Operator shall provide the following physical improvements and services for the non-exclusive use of Homeowners. For the purpose of this paragraph, physical improvements mean: All streets and any other facilities, equipment and conveniences located in the Common Areas and Common Facilities of the Park for the use of Homeowners. For the purpose of this paragraph, services mean: The services provided by the Park Operator and other persons employed by the Park Operator and the utilities specified in this Agreement. Under this Agreement, Homeowner also has access to the "Day Use" facilities of the Camanche Recreational Area pursuant to its Watershed and Recreation and Mobilehome Park Rules and Regulations; however, Park Management is not responsible for the availability or maintenance of such facilities which are not located within the Park.



9.2 With respect to any sudden or unforeseeable breakdown or deterioration of the physical improvements of the Park, Park Management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after Park Management knows or should have known of the breakdown or deterioration. For purposes of this paragraph, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed thirty (30) days in any other case except where exigent circumstances justify a delay.

9.3 Upon giving lawful prior written notice, Park Management may amend, delete, add or modify any of the services or facilities provided. The Park's standards of maintenance, the terms of this Agreement, the Park's other residency documents dealing with the standards of maintenance of physical improvements within the Park together with the services (including utilities), equipment, and physical improvements within the Park, may be changed from time to time as provided by the Mobilehome Residency Law and other applicable law. Any such rights granted to Park Management due to any amendments, deletions or modifications of the Mobilehome Residency Law and other applicable law may be lawfully enforced by Park Management.

#### **10.0 GUESTS.**

10.1 For any guest who stays with Resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"), Resident may be charged a guest fee for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the Guest is an immediate family member of Resident (as set forth in Civil Code § 798.35) or if the Guest is sharing Resident's mobilehome pursuant to Civil Code §§ 798.34(b), (c) or (d). Before any additional person (other than the ones listed on the last page of Resident's rental agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must insure that such person comply with the following: (1) register with Park Management; (2) complete an application for tenancy; (3) be approved by Park Management; and (4) sign a copy of the then current Mobilehome Park Rules and Regulations and execute all other residency documents as required by Park Management. However, no such person or registered guest will have any rights of tenancy in the Park in the absence of Resident.

10.2 Any Guest, family member or other invitee of Homeowner shall at all times be bound by the Mobilehome Park Rules and Regulations and any other residency documents, and any conduct in violation of such Rules and Regulations or other residency documents shall be imputed to Homeowner.

#### **11.0 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 this Agreement and incorporated herein by this reference: (a) the California Civil Code provisions known as the

"Mobilehome Residency Law" (attached as Exhibit "A"); (b) the "Important Notice to All Manufactured Home/Mobilehome Owners" (attached as Exhibit "B") and (c) the Park's Rules and Regulations (attached as Exhibit "C").

## **12.0 USE OF HOMESITE AND PARK.**

12.1 The Homesite shall be used only as a site to locate, maintain and occupy a mobilehome for private residential purposes. No business or commercial activity of any nature shall be conducted on the Homesite. This prohibition applies to any commercial or business activity, including, but not limited to, the following:

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

B. The leasing, subleasing, sale or exchange of mobilehomes.

12.2 At all times at least one Homeowner who is a "registered" owner of the mobilehome must occupy the Homesite.

12.3 Homeowner shall not bring any new mobilehome into the Park without prior approval of Park Management as set forth in the Mobilehome Park Rules and Regulations. Homeowner shall give Park Management at least seventy-two (72) hours advance written notice of the date Homeowner's new mobilehome will be installed on the Homesite. Homeowner, at Homeowner's sole expense, shall obtain the required installation permit and shall otherwise cause the installation to comply with all applicable laws and regulations then in effect for mobilehome installation. Appurtenances to Homeowner's mobilehome, including awnings, porches, decks, and storage sheds, shall be installed or erected only after obtaining any required permits, and the prior written consent of Park Management in compliance with the Park's Rules and Regulations. Any inspection or approval by Park Management, however, is made for the sole benefit of Park Management, and Homeowner may not rely upon such inspection or approval to ensure that the item has been installed or constructed correctly or that the work has otherwise been done as required by applicable state or local laws.

12.4 Homeowner shall not make any improvements, alterations, or additions to the Homesite or remove or change any existing improvements or landscaping without the prior written consent of Park Management. Should Homeowner not obtain Park Management's prior written consent, such additions or alterations shall, upon demand of Park Management, be promptly removed by Homeowner at Homeowner's sole expense.

12.5 Homeowner shall not permit to be kept, used or sold in or about the Homesite any article which may be prohibited by standard form of fire insurance policies. In regard to the use of the Homesite, Homeowner, at Homeowner's cost, shall comply with any and all requirements pertaining of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Homesite and Homeowner's mobilehome and accessory equipment.

12.6 Homeowner shall not commit, or suffer to be committed, any waste upon the Homesite, or any nuisance or any other act or thing, including offensive odors, which may disturb the quiet enjoyment of any other Homeowner.

## **13.0 HOMEOWNER'S WARRANTIES.**

If, on the date of this Agreement, there is no mobilehome located on the Homesite, or if Homeowner intends to remove the mobilehome presently located on said Homesite and replaces it with another mobilehome, Homeowner acknowledges and agrees that certain representations have been made by Homeowner to Park Management as to the make, model, type, size, age and condition of the mobilehome which will occupy the Homesite and the accessory equipment and structures which will be a part of or installed with the mobilehome. Homeowner warrants to Park Management that all representations made regarding the mobilehome and all accessory equipment and structures prior to their being placed on the Homesite are true and accurate. Park Management is permitted by this paragraph to inspect the mobilehome and the accessory equipment, and Homeowner agrees not to substitute another mobilehome or other accessory equipment and structures for the ones approved by Park Management unless they meet all of Park Management's requirements and specifications. If Park Management determines that said representations are not true or accurate, then Park Management may refuse to accept the mobilehome or the accessory equipment and structures for installation. Inspection by Park Management may be made at the time the mobilehome and the accessory equipment and structures arrive at the Park, or any other time prior to installation, and the mobilehome and the accessory equipment and structures shall not be allowed within the Park until they are inspected and approved.

#### **14.0 COMPLIANCE WITH LAW AND RULES AND REGULATIONS.**

14.1 Homeowner agrees to abide and conform with all applicable laws and ordinances, all terms and conditions of this Agreement, the Mobilehome Park Rules and Regulations, 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 Park Management as permitted by the terms of this Agreement. Any violation of the Rules and Regulations shall be deemed a public nuisance. Homeowner agrees that a breach of this Agreement or any violation of the Rules and Regulations cannot reasonably or adequately be compensated in damages and, therefore, Park Management shall be entitled to injunctive relief including, but not limited to, restraining Homeowner from continuing to breach the Agreement or continuing to violate any 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.

14.2 Homeowner is responsible for the actions and conduct of all other occupants, residents or Guests of Homeowner's mobilehome and for the actions and conduct of Homeowner's guests, licensees and invitees. Homeowner agrees and acknowledges that any violation of the Rules and Regulations by any person residing with Homeowner, or any Guest of Homeowner, shall be deemed a failure by Homeowner to perform an express term of this Agreement, and Park Management may terminate this Agreement pursuant to the Mobilehome Residency Law as a consequence of such default.

14.3 Pursuant to Section 1.01(D) of the Watershed and Recreation Rules and Regulations, certain provisions or parts of provisions of the Watershed and

Recreations Rules and Regulations do not apply to mobilehome residents or are modified as specified below:

A. Regulation 7.05 of the Watershed and Recreation Rules and Regulations: Transportation of a Christmas tree without a numbered tree permit is allowed.

B. Regulation 8.02 of the Watershed and Recreation Rules and Regulations: Operation of a self-propelled and/or radio controlled model automobile is allowed within the Park.

C. Regulation 8.06 of the Watershed and Recreation Rules and Regulations: Lawful possession of any gun, firearm, paint gun, spear, bow, crossbow, slingshot, air or gas weapon, or any other lawful weapon is allowed, but open display or use within the Park is prohibited.

D. Regulation 13.05 of the Watershed and Recreation Rules and Regulations: Certain non-emergency vehicle maintenance may be conducted, pursuant to Section 13 of the Park's Rules and Regulations.

14.4 The Regulation numbers above are in reference to the existing Watershed and Recreation Rules and Regulations. In the event the Regulation numbers change upon the revision of the Watershed and Recreation Rules and Regulations, this shall not change the substance of subparagraph 14.3.

#### **15.0 MAINTENANCE OF HOMESITE.**

15.1 Homeowner shall at all times maintain Homeowner's mobilehome and the Homesite in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from Homeowner's mobilehome and Homesite on a regular basis. Landscaping on the Homesite shall be watered and maintained by Homeowner. All maintenance shall be at Homeowner's expense. In addition, Homeowner shall comply with all Park Rules and Regulations pertaining to the maintenance of the Homesite by Homeowner.

15.2 Park Operator shall establish a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event Resident fails to maintain such land or premises in accordance with the Rules and Regulations of the Park after written notification to the Resident of the failure of the Resident to comply within fourteen (14) days, as provided in the Mobilehome Residency Law. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by Park Operator if the services are performed by Park Operator or its agent. Labor charges shall be based on the prevailing rate of per diem wages of a similar character in Amador or Calaveras County. Materials, supplies and equipment charges shall be made in accordance with Park Management's normal accounting practices.

#### **16.0 ENTRY UPON HOMEOWNER'S HOMESITE.**

Park Management or its designees shall have a right of entry upon Homeowner's Homesite for maintenance of utilities, trees, and driveways, for maintenance of the premises in accordance with the Mobilehome Park Rules and Regulations when the Homeowner or Resident fails to so maintain the premises, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Park Management may enter a mobilehome or enclosed accessory structure without

the prior written consent of Homeowner in the case of an emergency or when Homeowner has abandoned the mobilehome or accessory structure. Park Management will endeavor to provide Homeowner with as much advance notice as possible before entering upon the Homesite.

#### **17.0 WAIVER OF DEFAULT.**

No delay or omission in the exercise of any right or remedy of Park Management on any default by Homeowner and/or any other person shall impair any such right or remedy or be construed as a waiver. No waiver by Park Management of Park Management's right to enforce any provision of this Agreement after any default shall be effective unless made in writing and signed by Park Management, nor shall it be deemed a waiver of Park Management's right to enforce each and all of the provisions hereof upon any further or other default. 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, 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.

#### **18.0 TERMINATION OF TENANCY BY PARK MANAGEMENT.**

18.1 This Agreement, at the sole option of Park Management, may be declared forfeited and/or the tenancy may be terminated and/or Homeowner's right to renew his or her tenancy may be denied in accordance with the provisions of the Mobilehome Residency Law and other applicable law. The issuance of a termination of tenancy notice shall be considered an election to forfeit the tenancy within the meaning of this Agreement.

18.2 If Resident remains in possession after Homeowner's tenancy has been terminated, Resident shall pay to Park Operator an amount equal to any rental charges for the holdover period. Acceptance of any money by Park Operator pursuant to this paragraph shall not be construed as a reinstatement of Resident's tenancy.

18.3 If all or a substantial part of the Park is damaged or destroyed due to earthquake, fire, flood or other natural disaster or catastrophe, and if the cost of repairs and rebuilding exceeds \$250,000.00 or if, in Park Owner's sole opinion, the balance of the Park is not suitable for a mobilehome park, then Park Management may terminate this Agreement upon sixty (60) days' written notice to Homeowner. Park Management may exercise this option even if loss to the Park may be covered all or in part by insurance.

#### **19.0 TERMINATION OF TENANCY BY HOMEOWNER.**

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

A. All Residents occupying the Homesite rented to Homeowner under this Agreement terminate their tenancy of the Homesite and remove Homeowner's mobilehome (including, if so directed by Park Management, all accessory structures and equipment) from the Park. In such event, the Homesite shall revert to Park Management's control, and Park Management may lease or rent the Homesite to any party on any lawful terms Park Management chooses.

B. All Residents occupying the Homesite rented to Homeowner by this Agreement terminate their tenancy of the Homesite and sell Homeowner's mobilehome to another party who has been approved by Park Management for tenancy in the Park in accordance with the terms set forth in the paragraph entitled "APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS".

**20.0 APPROVAL OF PURCHASER UPON TERMINATION OF TENANCY BY HOMEOWNER.**

20.1 Homeowner may sell Homeowner's mobilehome at any time pursuant to the rights and obligations of Homeowner and Park Management under the Mobilehome Residency Law and other applicable law. Any rights granted to Homeowner or to Park Management by the Mobilehome Residency Law (including amendments, deletions, or modifications thereto) and by other applicable law may be enforced by Park Management or by Homeowner. Homeowner must, however, immediately notify Park Management in writing of Homeowner's intent to sell Homeowner's mobilehome. If the prospective purchaser of the mobilehome intends for the mobilehome to remain in the Park, said purchaser must do the following before occupying the mobilehome: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be accepted by the Park Management; (c) execute a new rental agreement or other agreements for the occupancy of the Homesite; and (d) execute and deliver to the Park Management a copy of the Park's then effective Park Rules and Regulations and other residency documents. IF THE PURCHASER FAILS TO EXECUTE A 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 terms and provisions than this Agreement, the Rules and Regulations, and other residency documents now in effect.

20.2 Notwithstanding anything contained herein to the contrary, Park Management 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 rights granted either party by the Mobilehome Residency Law and by other applicable law may be enforced by either party at that party's option.

20.3 Notwithstanding anything contained in this Agreement to the contrary, prior to the sale or transfer of Homeowner's mobilehome if the mobilehome is to remain in the Park, Seller shall make all repairs or improvements to Homeowner's mobilehome, to its appurtenances, or to an accessory building or structure as required by Park Management, pursuant to California Civil Code § 798.73.5, as amended.

**21.0 APPROVAL OF PURCHASER AFTER TERMINATION OF TENANCY BY PARK MANAGEMENT.**

21.1 Upon the service of a sixty day notice to terminate possession ("Sixty Day Notice") under Civil Code § 798.55, Homeowner may move or sell Homeowner's mobilehome before the expiration of the Sixty Day Notice period.

21.2 After the expiration of such Sixty Day Notice period, and the mobilehome has neither been sold nor moved, the mobilehome may not remain at its present location and must be removed by Homeowner.

21.3 If Homeowner chooses to sell the mobilehome before the expiration of the Sixty Day Notice period and have the mobilehome remain in the Park, Homeowner must

pay all past due rent and utilities upon the sale of the mobilehome as provided by Civil Code §§ 798.55 (b) (1) and (2). In addition, on or before the expiration of the Sixty Day Notice period and before a purchaser may occupy the mobilehome, Homeowner is responsible for the completion of all of the following:

- A. Purchaser must complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating);
- B. Purchaser must be accepted as a tenant by the Park Management;
- C. Purchaser must execute a new rental agreement or other agreements for the occupancy of the Homesite;
- D. Purchaser must execute and deliver to the Park Management a copy of the Park's then effective Park Rules and Regulations and other residency documents.
- E. IF THE PURCHASER FAILS TO EXECUTE A RENTAL AGREEMENT OR AN ASSIGNMENT OF THIS 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 terms and provisions than this Agreement, the Rules and Regulations, and other residency documents now in effect;
- F. Any and all appropriate transfer documentation must be completed, submitted, approved and returned by the Department of Housing and Community Development and deposited into escrow;
- G. All Park Management approvals for purchaser must be received and deposited into escrow, including without limitation, a fully executed Rental Agreement;
- H. Title to the mobilehome must have transferred into the name of the purchaser; and
- I. Escrow must have closed on the mobilehome.

21.4 Notwithstanding anything contained herein to the contrary, Park Management 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 rights granted either party by the Mobilehome Residency Law and by other applicable law may be enforced by either party at that party's option.

21.5 Notwithstanding anything contained herein to the contrary, prior to the sale or transfer of Homeowner's mobilehome, if the mobilehome is to remain in the Park, Seller shall make all repairs or improvements to Homeowner's mobilehome, to its appurtenances, or to accessory structures as may be required by Park Management, pursuant to California Civil Code § 798.73.5, as amended.

## **22.0 OCCUPANCY QUESTIONNAIRE.**

Homeowner shall complete, sign and provide to Park Operator, on three (3) days prior written notice, an Occupancy Questionnaire. Such executed Questionnaire shall contain the following:

- A. The names of all occupants of the Homesite;
- B. Nature of occupancy for each individual named pursuant to subparagraph above, i.e., Homeowner, shared tenancy under California Civil Code § 798.34(b), family member, or Guest;
- C. The legal owner and registered owner of the mobilehome;
- D. Names and addresses of all lienholders of the mobilehome; and

E. A copy of the certificate of title and/or registration card issued by the California Department of Housing and Community Development or by the California Department of Motor Vehicles for the mobilehome occupying the Homesite.

F. Proof of Homeowner's insurance policy (or policies) on Homeowner's mobilehome.

### **23.0 LIENS AND CLAIMS.**

**23.1 Prohibition Against:** Homeowner shall not suffer or permit to be enforced against EBMUD's fee simple title to the Park, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration or maintenance of the Homesite or mobilehome.

**23.2 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 hold Park Management 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.

**23.3 Removal of Liens by Park Management:** Should Homeowner fail to discharge any such lien or furnish bond against the foreclosure thereof, Park Management may, but shall not be obligated to, discharge the same or take such other action as they deem 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 Management in connection therewith, shall be repaid by Homeowner to Park Management on written demand.

### **24.0 INDEMNIFICATION.**

24.1 Park Management shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any Homeowner or to any of the employees, guests, invitees, permittees or licensees of any Homeowner, or to any other person whomsoever, caused by any use of the Park or Homesite (including any defect in improvements erected by the Homeowner or others acting on their behalf or the Homeowner's predecessor in interest thereon) or the failure of any service or amenity, or arising from any other cause whatsoever, unless resulting from circumstances described in subparagraph 24.2 below. As a material part of the consideration of this Agreement, Homeowner hereby waives all claims and demands against Park Management, and hereby agrees to indemnify and hold Park Management free and harmless from liability for all claims and demands for any such loss, damage or injury, including attorneys' fees, together with all costs and expenses arising therefrom or in connection therewith, unless resulting from the circumstances described in subparagraph 24.2 below.

24.2 Nothing contained in the above subparagraph or elsewhere in this Agreement, the Rules and Regulations or other residency documents of the Park, shall have the effect of an agreement by Homeowner to release, indemnify and hold harmless Park Management for the willful acts or omissions of Park Management, for failure of Park Management to maintain the physical improvements in the common facilities in good working order or condition or alleged reduction of services under Civil



Code § 798.84, or from a breach by Park Management of this Agreement. Furthermore, the terms and conditions of this paragraph do not include any fine, forfeiture, penalty, or fee (including any attorneys' fees or costs) assessed by a court of law against Park Management for a violation of the Mobilehome Residency Law.

24.3 Homeowner shall, at Homeowner's own expense, defend all actions brought against Park Management for which Homeowner is responsible for indemnification hereunder. If Homeowner fails to do so, Park Management (at Park Management's option, but without being obligated to do so) may, at the expense of Homeowner, defend such actions, and Homeowner shall pay and discharge any and all amounts that arise therefrom.

#### **25.0 INSURANCE.**

25.1 Park Operator and EBMUD do not carry public liability or property damage insurance to compensate Homeowner, Homeowner's guests, or any other persons from any loss, damage, or injury, except those resulting from actions where Park Management would be legally liable for such loss, damage or injury. Homeowner is therefore responsible for obtaining, at Homeowner's own cost, extended coverage for homeowner, fire and other casualty insurance on the Homeowner's mobilehome, other improvements and contents to the full insurable value, as well as such other insurance as is necessary to protect Homeowner, Homeowner's invitees or others from loss or liability. Homeowner hereby agrees to indemnify and hold harmless Park Management from any liability for any loss, damage, or injury, except those resulting from actions where Park Management would be legally liable for such loss, damage or injury.

25.2 Resident shall provide to Park Management, on three (3) days' written notice, proof of Resident's homeowner insurance policy (or policies) on Resident's mobilehome and homesite. Prior to approval of any application for pets, subleasing (if permitted) and installation of improvements to Resident's homesite, mobilehome, or its accessory equipment and structures, Resident will be required to provide to Park Management written proof of liability and homeowner insurance.

#### **26.0 ABANDONMENT.**

During the term of this Agreement or any period of holding over, Homeowner shall not abandon the Homesite or the mobilehome located thereon. In the event Homeowner does abandon either the Homesite or Homeowner's mobilehome, such action may (at Park Management's sole option) be deemed as Homeowner's election to terminate this Agreement and Park Management shall have the rights afforded to Park Management under California law to dispose of Homeowner's mobilehome and personal property located on the Homesite and within the Park.

#### **27.0 FIXTURES.**

All landscaping, accessory buildings and structures, or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to EBMUD. Upon Homeowner vacating the Homesite, such improvements shall remain upon and be surrendered with the Homesite. Park Management may, however, at Park Management's sole option, permit or require Homeowner to remove, at Homeowner's own expense, said improvements. Homeowner shall repair any damage to the Homesite caused by the removal, including, but not limited to, the filling in and leveling of holes or

depressions and shall leave the Homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

**28.0 DELAY IN DELIVERY OF POSSESSION.**

This Agreement shall not be rendered void or voidable by the inability of Park Management to deliver possession of the Homesite to Homeowner at beginning of the lease term, nor shall any inability to deliver render Park Management liable to Homeowner for loss or damage suffered thereby. If Park Management cannot deliver possession of the Homesite, the rent for the period between the beginning of the term and the time when Park Management can actually deliver possession will be deducted from the amount of rent due.

**29.0 ENTIRE AGREEMENT.**

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

**30.0 ATTORNEYS' FEES AND COSTS.**

If any action arises out of Homeowner's tenancy, this Agreement, or the provisions of the Mobilehome Residency Law, the prevailing party or parties shall be entitled to recover reasonable expenses, including without limitation reasonable attorneys' fees and costs. A party shall be deemed the prevailing party if judgment is rendered in its favor or where the litigation is dismissed in its favor prior to or during trial, unless the parties otherwise agree in the settlement or compromise.

**31.0 FORCE MAJEURE.**

If the performance by Park Management of any of Park Management's obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, terrorist acts, riot, storm, earthquake, or other natural forces, or by the acts of anyone not party to this Agreement, then Park Management shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

**32.0 ALTERATION OF THIS AGREEMENT.**

This Agreement may be altered by Homeowner only by written agreement signed by both of the parties or by operation of law. This Agreement may be altered by Park Management by written agreement signed by both of the parties, by operation of law or in any manner provided for by the Mobilehome Residency Law or other applicable law.

**33.0 HEADINGS.**

The headings of the paragraphs and subparagraphs contained herein are inserted solely for convenience only and do not define, limit, construe or

describe the scope or intent of such paragraphs and subparagraphs, and under no circumstances are they or any of them to be treated or construed as any part of this Agreement.

#### **34.0 NOTICES.**

All notices required or permitted under this Agreement must be in writing and may be served upon Park Management or Homeowner by any means then permitted by law. Homeowner understands that any notice of Park Management terminating Homeowner's tenancy must be given to Homeowner in writing in the manner described by Section 1162 of the California Code of Civil Procedure. The service of any other notice on Homeowner (including, but not limited to: a notice of rent increase; a notice of amendments to the Park's Rules and Regulations; a notice of change of standards for maintenance of physical improvements in the Park; a notice of additions, alterations or deletions of services, equipment, or physical improvements; and notices relating to other matters in Articles 1 through 5, inclusive, and Article 7 of the Mobilehome Residency Law) may be duly and validly served if the notice is mailed to the Homeowner at his or her address in the Park by First Class United States mail, postage prepaid. Any such notice served upon Homeowner in this manner shall be deemed served five (5) days after its mailing.

Any notice required to be given by Homeowner to Park Management under this Agreement must be provided to Park Operator in writing at the Park Office.

#### **35.0 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.

#### **36.0 INVALIDITY OF PROVISIONS.**

36.1 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, Park Operator's and EBMUD'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 Park Management. If any of the provisions of this Agreement or the other documents used by Park Management 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 Park Management's and Homeowner's rights, liabilities, duties and obligations under the provisions of the Mobilehome Residency Law and all other applicable laws. Homeowner agrees to promptly notify Park Operator in writing of any instance where Homeowner believes that any of the provisions of this Agreement or the other documents used by the Park Management fail to meet the above criteria.

36.2 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, 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.

### **37.0 BANKRUPTCY.**

In the event that Homeowner seeks protection under the federal bankruptcy law or is otherwise determined to be a debtor under the federal bankruptcy law or other law affecting creditors' rights, Homeowner must notify Park Operator, in writing, within at least five (5) days after seeking such action or protection.

### **38.0 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.

### **39.0 MEGAN'S LAW DISCLOSURE.**

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

### **40.0 RENTING, SUBLETTING OR ASSIGNMENT.**

40.1 Homeowner shall not sublease, rent or assign Homeowner's mobilehome, the Homesite or any rights or interest that Homeowner may have under this Agreement, except as permitted by the Mobilehome Residency Law and other applicable law and upon the prior approval of Park Management.

40.2 If allowed under subparagraph 40.1 above, subleasing may be permitted only under the following conditions:

A. A notice of intent to sublease or assign must be submitted by Homeowner for Park Management's written approval not less than thirty (30) days before commencement of the subleasing or assigning;

B. A consent to sublease must be signed by Park Management before any sublessee may occupy Homeowner's mobilehome;

C. The proposed sublessee must complete an application for tenancy and must be approved for residency based upon criteria applicable to prospective purchasers under California Civil Code § 798 et seq., including a reasonable determination of the ability of proposed sublessee to pay rent and to comply with the Park's Rules and Regulations. Accordingly, the proposed sublessee must:

(1) Be presented to Park Management and be approved by Park Management;

(2) Agree in writing to permit the Park to obtain a credit report from a credit bureau regarding proposed sublessee's credit history;

(3) Pay a fee as may be permitted by the Mobilehome Residency Law for obtaining a financial report or credit rating;

(4) Be accepted in writing by the Park Management;

(5) Execute a sublease providing for a term of tenancy of not less than six (6) months; and

(6) Execute a copy of the Rules and Regulations.

D. All agreements between Homeowner and proposed sublessee must be disclosed to Park Management.

E. The Park Operator may require that Homeowner and the sublessee execute further residency documents reasonably necessary to protect Park Operator's interest.

40.3 Any assignment or subleasing of the Homesite or mobilehome shall be null and void unless Homeowner and proposed sublessee have complied with the terms and conditions of this paragraph "RENTING, SUBLETTING OR ASSIGNMENT". If Homeowner or proposed sublessee fail to comply with the provisions of this paragraph, the sublessee shall have no rights of tenancy and may not reside on any basis in the mobilehome or on the Homesite.

40.4 If a sublessee has received approval by Park Management, such sublessee may be permitted to occupy Homeowner's mobilehome. During the term of the sublease, the sublessee shall have the exclusive rights of possession and occupancy while the sublease is in effect. Sublessee shall perform all duties and covenants of this Agreement and as may be defined further in the consent to sublease.

40.5 This Agreement may be terminated, at the sole option of the Park Management, if Homeowner assigns or sublets the Homesite or mobilehome in violation of this Agreement.

40.6 In accordance with Civil Code § 798.23.5, Homeowner may not charge sublessee any "consideration" (as defined in this subparagraph) in excess of an amount necessary to cover the cost of space rent, utilities and scheduled loan payments on the mobilehome, if any. Beginning with sublessee's occupancy, Park Management will increase the adjusted Base Rent under this Agreement to that consideration charged to sublessee, if such consideration is in excess of Homeowner's adjusted Base Rent. Any increases under this Agreement shall become effective immediately and automatically upon the effective date of any sublease. Any increases in rent, utilities, or other charges which are payable by Homeowner under this Agreement shall also continue to apply. Sublessee's "consideration" for the purposes of this paragraph shall include all monetary consideration charged to the sublessee by Homeowner which relates to the occupancy of the Homesite and the mobilehome, including, but not limited to, the use and enjoyment of the mobilehome, equipment, accessory structures, and for the use of Common Facilities of the Park. At Park Management's sole option, sublessee shall pay the "consideration" directly to the Park Operator on behalf of the Homeowner. Any such payment or performance shall not be construed as an agreement by Park Management to make the sublessee a homeowner or resident. Moreover, Park Management retains the option to increase the Base Rent (the Base Rent then in effect for the month immediately preceding the effective date of assignment or transfer) in addition to any other rental adjustments provided for in this Agreement.

40.7 Homeowner and sublessee, jointly and severally, shall be obligated to perform all duties required under this Agreement, the sublease, the consent to sublease, and the Rules and Regulations, and to such purpose, both sublessee and Homeowner shall be considered joint partners, and the termination of tenancy of either of such partners shall apply of equal force and effect to both. Homeowner and sublessee further warrant and guarantee all required performance by each partner. In the event of default, Park Management may terminate tenancy by joinder of the sublessee, or Homeowner, or both, and Homeowner agrees that any legal process to recover possession may be commenced exclusively against the sublessee. Notices served on sublessee shall be deemed served on Homeowner.

40.8 Homeowner and sublessee shall provide the Park Management immediately with any amendments, addenda or modification of the agreements between Homeowner and sublessee without further demand or request of the Park Operator. Any failure to do so or failure to make full disclosure of all terms of agreements between Homeowner and sublessee shall be grounds to prohibit subleasing by Homeowner and to require the immediate termination of any sublease.

40.9 This paragraph entitled "RENTING, SUBLETTING OR ASSIGNMENT" and all subparagraphs thereto, shall be deemed a covenant and a rule and regulation. Any sublease shall terminate upon the expiration of the term of this Agreement, unless this Agreement shall be renewed or extended as provided herein, whereupon subleasing may be prohibited at Park Management's sole option.

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Homeowner's Initials

**41.0 INSPECTION OF HOMESITE AND PARK.**

By signing this Agreement, Homeowner acknowledges that Homeowner has carefully inspected the Homesite to be leased and all the Park Facilities (as defined in paragraph 2.6), has found them to be in good and sanitary order, condition and repair as represented by Park Management to Homeowner, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, agrees to accept them as they are.

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Homeowner's Initials

**42.0 ACKNOWLEDGMENTS.**

42.1 Homeowner represents and acknowledges that this Agreement is being entered into between Park Management and Homeowner for the personal and actual residence of Homeowner.

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Homeowner's Initials

42.2 Homeowner understands, agrees, and acknowledges that Homeowner is acquiring a leasehold for a limited period of time and is purchasing (or has purchased) only the mobilehome which occupies the Homesite. Ownership of the mobilehome space remains with EBMUD. The price, appraisal, or stated value of the mobilehome, may reflect not only the mobilehome's value, but its "site" value; that being the willingness of a lender to finance or a purchaser to pay a larger amount for the mobilehome by virtue of its location in this Park. In other words, the mobilehome may be worth substantially less off the Homeowner's Homesite than on the Homeowner's Homesite. Homeowner understands that Homeowner is not entitled to receive any value for EBMUD's property.

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Homeowner's Initials

42.3 Homeowner acknowledges receipt of a copy of the documents listed below:

- A. The California Civil Code provisions known as the "Mobilehome Residency Law."
- B. The "Important Notice to All Manufactured Home/Mobilehome Owners."
- C. The Park's Rules and Regulations.

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Homeowner's Initials

42.4 Homeowner acknowledges that, if Homeowner at the time of the offering of this Agreement is an existing Homeowner, then:

- A. Park Management has offered Homeowner the option of: a month-to-month rental agreement, a rental agreement having a term of twelve (12) months, or a rental agreement having a term which is longer than twelve (12) months.
- B. Homeowner may elect to accept any one of the three (3) options set forth in subparagraph A above, and that this election is solely at Homeowner's option.
- C. Even though Homeowner has the three (3) options set forth in subparagraph A above, Homeowner has voluntarily elected the term of tenancy set forth in paragraph 1.2 above.

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Homeowner's Initials

42.5 Homeowner acknowledges and agrees that, pursuant to Civil Code § 798.18(b), this Agreement contains the same terms and conditions with respect to charges for rent, utilities, or incidental reasonable service charges for the first twelve (12) months of this Agreement as are contained in the rental agreement offered to Homeowner for a term of twelve (12) months or less, including a month-to-month term.

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Homeowner's Initials

42.6 Homeowner acknowledges that Homeowner has had the opportunity to read this Agreement and consult independent legal counsel regarding this Agreement.

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Homeowner's Initials

42.7 Any claim, demand, right or defense of any kind by Homeowner which is based upon or arises in connection with this Agreement or the negotiations prior to its execution, shall be barred unless Homeowner commences an action thereon, or interposes in a legal proceeding a defense by reason thereof, within nine (9) months as may be extended by Civil Code § 798.84, after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies.

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Homeowner's Initials

42.8 At any time during Homeowner's tenancy, Park Management discovers that Homeowner is not entitled to the benefits of any ordinance, rule, regulation, or initiative measure adopted by any government entity to establish a maximum amount that Park Management may charge Homeowner for rent, Homeowner shall no longer be entitled to receive any benefit or protection under such rule, regulation, ordinance or initiative measure. Notwithstanding that Homeowner was treated as though Homeowner was entitled to the benefits of an ordinance, rule, regulation, or initiative measure establishing the maximum amount that Park Management may charge Homeowner for rent, such conduct shall not and does

not waive, and shall not be construed as a waiver of Park Management's rights under the California Mobilehome Residency Law to charge for increased rent, and Park Management will not be estopped from implementing future rent increases which do not conform with any ordinance, rule, regulation, or initiative measure establishing a maximum amount that Park Management may charge Homeowner for rent.

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Homeowner's Initials

42.9 If this Agreement is being provided pursuant to California Civil Code § 798.75(a), then upon execution by parties to this Agreement, any tenancy created thereby shall be null and void, and of no force and effect, unless and until: (a) seventy-two (72) hours are elapsed after Homeowner and Park Management have executed this Agreement; (b) escrow is closed within fourteen (14) days of execution of this Agreement by both Parties; (c) at least one (1) person executing this Agreement as "Homeowner" is the registered owner of the mobilehome on the Homesite; and (d) Homeowner assumes physical occupancy of the mobilehome on the Homesite within thirty (30) days of the execution of this Agreement.

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Homeowner's Initials

42.10 If this Agreement is being offered to a prospective Homeowner, Homeowner acknowledges that Homeowner provided Park Management an application for residency. Homeowner represents and understands that such application is true and correct and that any material misrepresentation or omission by Homeowner on the application may, at the sole election of Park Management, result in the termination of this Agreement and the tenancy created hereunder.

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Homeowner's Initials

42.11 If this Agreement is being offered to a prospective Homeowner, Homeowner acknowledges receipt from Park Management of a Mobilehome Park Rental Agreement Disclosure Form (pursuant to California Civil Code § 798.75.5), and Homeowner further acknowledges that Homeowner received the Mobilehome Park Rental Agreement Disclosure Form at least three (3) days prior to execution of this Agreement.

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Homeowner's Initials

**IN WITNESS WHEREOF**, Park Management and Homeowner have executed this Agreement as of the day and year written below, further acknowledging and agreeing that all blank spaces have been completely filled in prior to such execution.



**CAMANCHE SOUTH SHORE MOBILEHOME PARK #**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent for Park Owner

**HOMEOWNER**

Dated: \_\_\_\_\_

\_\_\_\_\_

**HOMEOWNER**

Dated: \_\_\_\_\_

\_\_\_\_\_