

## MOBILE HOME PARK LOT LEASE (TEXAS)

THIS LEASE made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF LANDLORD]  
[address]  
(the "Landlord")

- and -

[NAME(S) OF TENANT(S)]  
[address]  
(the "Tenant")

### 1. Lot

IN CONSIDERATION of Tenant's payment of rent and agreement to and compliance with the terms and provisions of this Lease, Landlord hereby leases to Tenant the lot located at *[insert lot number]* \_\_\_\_\_ (hereinafter referred to as the "Lot") in the *[insert name of mobile home park]* (the "Park"), located in *[name of city or town]*, Texas, for the following home:

*[description of mobile home, model, year]*

### 2. Term

The term of this Lease Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall end on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Upon expiration of said term, this Lease shall automatically renew on a month-to-month basis, unless either party gives written notice of termination at least sixty (60) days before the Lease Contract term renewal period ends, or unless all parties sign another Lease Contract.

### 3. Occupancy

Occupancy is limited solely to the individuals listed below: *[list all adults and children who will be living in the mobile home]*

Additional occupants, including boarders, may reside in the mobile home with the written consent of Landlord, which consent shall not be unreasonably withheld. Guests shall be permitted, provided that Tenant notifies Landlord in writing of the names and lengths of stay of any guests staying longer than \_\_\_\_\_ days. In no event will guests be permitted to stay longer than \_\_\_\_\_ consecutive [weeks/months].

Landlord shall abide by and enforce the occupancy restrictions set forth by the Federal Fair Housing Act.

### 4. Lot Rent & Other Charges

- (a) The monthly lot rent due under this Lease is the sum of [TOTAL RENTAL DUE IN WORDS] DOLLARS (\$####.##) per month, commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Unless other arrangements have been made in advance in writing, all lot rent payments are due on the first (1<sup>st</sup>) day of each calendar month and must be paid no later than the \_\_\_\_ day of each month.
- (b) All lot rent payments shall be made by mail or personal delivery to Landlord at the address hereinbefore set out, or such other address as Landlord may from time to time designate in writing to Tenant. If payments are being sent by regular mail, Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the 1<sup>st</sup> day of the month.

- (c) Tenant's right to possession of the Lot is expressly contingent upon the prompt and timely payment of rent and other charges due hereunder. Tenant's use of the Lot is contingent upon the timely and prompt payment of all such sums.
- (d) Tenant shall promptly pay any and all sums (other than rent) pursuant to the provisions of this Lease Agreement within \_\_\_\_\_ (\_\_\_\_) [*insert the number of days in both words and numerals*] day following Landlord's delivery of a statement of account therefor. Any sums received by Landlord from Tenant shall first be applied to discharge any past due amounts, with the remainder of the monies being applied to past due rent, then current rent owing.
- (e) If the rent and any other charges payable hereunder are not paid within \_\_\_\_\_ (\_\_\_\_) [*insert number of days in both words and numerals*] days of the date on which such sums are due, a late charge of \_\_\_\_\_ dollars (\$\_\_\_\_), plus \_\_\_\_\_ dollars (\$\_\_\_\_) per day thereafter, shall be applied and be immediately due.
- (f) Additional charges may be levied only as specified and provided for elsewhere in this Lease, or in the Park Rules and Regulations. Except in emergency situations, Tenant shall be given thirty (30) days written notice of Landlord's intent to perform services for which an additional charge will be levied. Additional charges are due in full no later than thirty (30) days from Tenant's receipt of a written invoice from Landlord.
- (g) Except as otherwise provided by law, the rental amount shall remain in effect for a period of not less than one (1) year from the effective date of this Lease.

**5. Method of Payment**

Tenant shall make rental payments by check or money order, not cash, provided, however, that if Tenant fails to make a rental payment when due, or submits a check that is dishonored, Landlord reserves the right to notify Tenant in writing that future rent payments must be made by money order. No forbearance of a late payment shall be deemed to be a waiver by Landlord.

**THIS IS A 10-PAGE LEASE.**

Initials: \_\_\_\_\_