RENTAL AGREEMENT
- LEASE -
(File 2024-310, Addendum)

Lot # _____

THIS LEASE and AGREEMENT, made this **1st day of February, 2026**, between

GILES & MARRARA, INC., a corporation, **LESSOR** and _____

_____

(clearly print full names)

_____ **LESSEE(S),**

hereinafter called **LESSEE** whether singular or plural:

WITNESSETH: That for the rental hereinafter provided to be paid by LESSEE to LESSOR, LESSOR hereby leases and rents to LESSEE the **Rental Space (Lot) #**_____ in the Healthy Heights Village owned by LESSOR, sometimes referred to as the "Park," the "Management," or the "Park Management." Said rental space or lot is designated on a map on record in the offices of Healthy Heights Village near the leased rental space, along U.S. Route 119 South, Morgantown, West Virginia, on properties owned by the LESSOR. The LESSEE agrees to all of the following terms and conditions:

1. **Condition and Location.** All conditions of the Park and Rental Space is rented and acceptable as is, as found by all parties. The exact size of a rental space (lot) varies and the boundaries of each space (lot) are per aforementioned map except for variations made or approved by the Park Management. If any boundary disputes arise, the Park Management will arbitrate and will make the final determination.

2. **Rental.** LESSEE shall pay the rent on the rental space (lot) in the amount **of $ 310.00** in advance on or before the **1st day** of each calendar month **for each month** of the term of this lease, described in Section 3 herein, beginning with the **1st day** of **February, 2026**. LESSEE also shall pay promptly rents and all other fees and incidental service charges specified herein when due or billed. All payments shall be mailed to the following address: **Giles & Marrara, Inc., P.O. Box 326, Dellslow, WV 26531.** All rents must be paid by check or money order, and all such payments are to be made out to **Giles & Marrara, Inc.,** show the rental space number for which the rent is being paid, as well as any changes in the mailing address or phone number of the LESSEE of that rental space. To be considered on time, all payments must be received on or before the date due. LESSEE shall provide a valid mailing address to the LESSOR.

Discount and Interest Charges. Discount and Interest Charges. A discount of $30.00 may be earned by the LESSEE if the LESSEE pays on time, does not owe any rent, bills, fees, and/or other monies to Healthy Heights Village, and the LESSEE abides by all of the rules of Healthy Heights Village. Paying on time means that Healthy Heights Village must RECEIVE full payment owed on or prior to 4:00 PM on the 7th of the month that the payment is due. If the LESSEE is willfully non-compliant with any obligation or duty required by this lease and/or if any fee is applicable to the LESSEE'S account, then the tenant is not eligible for the discount. This loss of monthly discount will continue until the deficiency is corrected and does not preclude the LESSOR from taking any other action against the LESSEE available herein. It is the responsibility of the LESSEE to keep track of whether the discount was earned and applied to the account. Also, if any balance due remains, then interest charges of **1%** (one percent) may be calculated on and added to the LESSEE'S entire outstanding balance due at that same said time and day of the month becoming due and payable with the next monthly rental payment (APR of approximately 12.6825 %).

Restrictions and Entry Requirements. The leased space shall be used only for the parking of a Park approved Mobile Home unit, owned by and titled to the LESSEE, it being agreed that said unit is personal property and not real estate. LESSEE shall meet all and shall show proof of continually meeting all normal entry requirements and standards defined herein or in the Park Rules at any time when required by the LESSOR during the term of this lease. Upon failure of the LESSEE to meet said standards, the LESSOR may optionally terminate this lease or require the LESSEE to provide collateral, a further written agreement with a cosigner, and additional security deposits. All occupants, adults and minors, and vehicles authorized to use or reside in the Park must be fully registered with LESSOR as determined by Park Management based

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on number, time, and frequency of their stays in as well as their behavior while staying in the Park in order to comply with State promulgated registration requirements. No unregistered or multi-family occupancy is permitted without prior written approval from the LESSOR. LESSEE shall not sublet the leased premises or any part thereof, or assign this lease without written consent from and an additional written agreement with the LESSOR and continued compliance with all requirements set forth therein. In addition to actual subleasing, LESSEE will be deemed to have sublet part or all of the leased premises if the LESSEE is not the properly titled and registered owner of the mobile home or if the LESSEE fails to be a full-time resident of leased premises while allowing anyone else to take up residency on said premises. All parties agree that the monthly rental charge for a space that is subleased by the LESSEE without the aforementioned consent and written agreement will be **increased by $ 250.00** per month in addition to the rental in the first paragraph of this section until said agreement is made or until termination of this lease and eviction is concluded. Upon failure to pay the monthly rental, fees, and billings when the same becomes due and payable, the LESSOR may at its option determine a default in this lease, and reserves all of the rights of a Landlord under the Laws of the State of West Virginia.

3. Term. The term of this lease shall be for a period of one (1) month and shall automatically renew itself at the end of each one (1) month rental period until terminated as hereinafter provided. LESSEE shall be deemed to owe a full rental period for any portion of a rental period that LESSEE or his mobile home occupies the leased space until said mobile home is removed from the Park. **Except as provide by West Virginia Code §37-15, either party may cancel this lease at any time, without cause, by timely and proper written notice to the other party.** Such written notice shall be at least three (3) months prior to the tenancy termination date when given by the LESSOR to the LESSEE or at least one (1) month, when given by the LESSEE to the LESSOR. **In addition, the LESSOR specifically reserves the right at any time to cancel this lease immediately for good cause** including but not limited to the following: nonpayment of rent, failure to show continued compliance with any initial normal entry requirement, failure to comply with the laws and regulations of the United States of America or the State of West Virginia, or any breach by the LESSEE of any terms and conditions of this lease which includes the Park Rules. The LESSEE acknowledges having received at or prior to the signing of this lease a copy of the West Virginia Code §37-15 and a copy of the Park Rules which is part of this lease the same as set out verbatim herein. Breach of any obligation or duty required by this lease which includes the Park Rules by a subtenant or any other occupant; guest, invitee, or agent of; or other person in possession of or exercising control of any part of the LESSEE'S mobile home or lot with the expressed or implied permission of the LESSEE by his actions or negligence shall be deemed a breach by the LESSEE.

4. Inspection and Utility Repairs and Maintenance. LESSOR reserves the right to inspect the leased premises at all reasonable times including the mobile home situated thereon to check for compliance with this lease and all Park Rules. LESSOR also reserves the right of immediate, indemnified, and unimpeded access to the leased premise at all times for all emergency situations, to enforce this lease and all Park Rules related to health or safety, or for repairs and maintenance of Park utilities. LESSEE shall indemnify and hold the LESSOR harmless for any liability during such times and during repairs, maintenances, or testing of the utilities including but not limited to activities such as water line repairs, "smoking" or repairing the sewage distribution system, and diversion ditch and road repairs.

5. Park Rules and Rule Changes. It is agreed that the LESSOR'S mobile home park is maintained as a private enterprise; its streets and lanes are private and not public thoroughfares; and all rules and regulations pertaining thereto shall be strictly enforced in the interest of safety. LESSEE agrees that modifications to the Park Rules may be made at any time by the LESSOR, their time of implementation and method of notification to the LESSEE being dependent on their nature and urgency with regard to health and safety, and general welfare of the community. It is further agreed by all parties that the Park may enforce and police all said Rules as necessary to ensure their proper implementation and compliance, and at such times the LESSEE shall indemnify and hold the LESSOR harmless for any liability.

6. Other Specific Duties of LESSEE. The LESSEE shall be a desirable resident such as not to disturb other residents, shall use the lots and streets in the mobile home community with due regard to the rights of other residents and not obstruct them. Major, material, continual, or habitual disruptive activities or those that cause dissention, arguments, or violence within the Park and those that require Police action or intervention will be cause for immediate termination of this lease and removal from the Park of the LESSEE if he is, as determined by Park Management, directly or indirectly responsible for such activities or incidences. LESSEE shall be fully responsible for all personal property placed in the mobile home on the rented space,

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shall park vehicles at his own risk, and shall indemnify LESSOR and hold it harmless for any liability for the use of the leased space and the real estate and any part thereof, including but not limited to all of the following: lots, streets, roadways, parking areas, playground areas, office areas, mailbox areas, and all other areas of the mobile home community making up Healthy Heights Village. LESSEE specifically agrees to comply with all Park Rules including but not limited to motor vehicles, trash collection and storage, and pets within the Park. Any pet privileges are granted on an individual basis and may be revoked selectively by the LESSOR at any time. LESSEE specifically grants permission to the LESSOR to impound, secure, and hold, using due and reasonable care, any animals, pets, vehicles, parts, equipment, tools, toys, or any other item or items anywhere within the Park including streets and lots; in, on, or under any mobile home; that violates any provision, duty, obligation, or requirement herein or in the Park Rules until a Court of competent jurisdiction determines otherwise unless other methods of resolution are provided herein, in the Park Rules, or under WV State Code. **LESSEE is responsible for keeping the information contained on their application and registration forms up-to-date and accurate by written notification to LESSOR within ten (10) days of any change.** For more specific duties, obligations and further clarifications to all parties, the Park Rules are hereby, referenced. LESSEE agrees to pay promptly, when due, all rents, fees, non-recurring, incidental service charges and others as set forth herein and in the Park Rules as a part thereof. Further, it shall be the LESSEE'S responsibility to know and be familiar with the Park Rules.

7. Security Deposit. An amount of **$ 310.00** is to be deposited by the LESSEE with the LESSOR **unless** said deposit is being transferred from a previous lease of the same LESSEE which may at the option of the LESSOR be allowed to be grandfathered in and of a lesser amount. The Security Deposit may be increased by any amount up to an amount that is equal to three (3) months rent herein defined as a condition for continued occupancy if the LESSEE breaches material obligations or habitually violates duties of this lease. Any security deposit which the LESSEE has deposited with LESSOR may apply toward any rental, payment, or billing due, but this is not to be deemed a waiver of LESSOR'S right to take any other action provided under this lease. If all terms of this lease and Park Rules thereof are complied with, the security deposit will be refunded to the LESSEE, after the lot has been vacated and cleaned by the LESSEE, and inspected by the LESSOR. If the vacated lot is not undamaged and completely cleaned on or before two (2) weeks of vacating it, part or all of the security deposit may be used for repair or cleaning and the LESSEE may be further billed for all costs incurred. LESSEE'S failure to give proper notice to leave shall cause up to an amount equal to one (1) month rent of the security deposit to be forfeited.

8. Arrival, Departures, Setup, and other. LESSOR shall provide water and sewer service; however, the LESSEE shall be responsible for the cost, installation and maintenance of all connections to these and all other utilities whether to the Park, private, or public utilities. The LESSEE shall bear the burden to show proper compliance with the Park Rules concerning proper utility connections when requested to do so by the management. Any damage or repairs to the Park water system or excessive water used on any rental space caused by freezing for any reason will be billed to and paid for by the LESSEE as will any damage or repair necessary to any Park property or utility because of LESSEE'S actions or negligence. **When the LESSEE mobile home is placed in the Park, and at all time thereafter, all Park Rules and Park Management directives must be strictly followed concerning proper setup and maintenance of the mobile home.** The LESSEE will be responsible for any and all damages to any Park property when they or their agents are setting up, tearing down, or moving his mobile home to or from the Park. In addition to the required notice in Section 3 of this lease, the LESSEE shall give written notice to the LESSOR of the accurate date and time that their mobile home is to be moved into or out of the Park and the Transporter's phone number so that a representative of the LESSOR can be present when the home is being moved. Such notice shall not be less than 48 hours prior to said entry or departure time. No mobile home shall be permitted to leave the Park until all rents and fees due are paid or as determined by a Court of competent jurisdiction. Keys to any and all mailboxes located within the mobile home park must be submitted to the manager within 10 days of the LESSEE vacating the Park, whether or not the mobile home remains within the mobile home park. If such is not completed as specified, then any deposit is forfeited.

9. Night-Light and Space (Lot) Numbers. The LESSEE shall install, maintain, and operate a lighting fixture, equal to or greater than a forty (40) watt incandescent light or equivalent, near the front or main entrance to his mobile home to automatically come on at dusk and go off at dawn. Further, the LESSEE shall install and maintain his Rental Space (Lot) Number from 4 to 6 inches high, of a durable, commercial type approved by management, on his space or affixed to his mobile home so that it will be easily read, seen, and identified from the Park street in front of his mobile home.

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10. Written Notice. LESSEE agrees that for the purposes of written notice to the LESSEE by the LESSOR herein required, will be considered complete upon doing one of the following if actual physical delivery is in dispute: 1) On the date that such notice is affixed to a prominent place on the front or used door of the mobile home occupying the rented space (lot). or 2) On the date certified delivered or if returned undeliverable the date posted when such notice is sent by Certified U. S. Mail to the last known mailing address of the LESSEE. Further, written notice to the LESSOR by the LESSEE will be considered complete only upon being sent by Certified U. S. Mail to the same mailing address of the LESSOR as stated in Section 2 of this lease.

11. Changes, Waivers, and Modifications. Except as provided by West Virginia Code §37-15 during the initial period after a mobile home is first set on site in the Park, **this lease may be changed as required by the LESSOR with written notification indicating the changes that will occur and the date that such changes will come into force.** Such written notice of said changes and said date shall be at least three (3) months prior to said date which must be the first day of any monthly rental period and will be signed by the LESSEE and the LESSOR by said date and shall supersede any such portions of this lease in conflict with the stated modifications. Such notification shall become part of or replace this lease and shall be fully binding during the term of said lease. The failure of the LESSEE to comply with the changed or new terms of said notification, and to sign and to return said notification prior to said date shall be deemed LESSEE'S intention to terminate tenancy under Section 3 herein, and vacate the rented space as of said date. No employee is authorized to make any oral or written modifications to or waivers of this lease. Failure to enforce any part of this lease or Park Rules herein referenced shall not act as a waiver thereof. Further, any part of this lease which may be found to be invalid or unenforceable for any reason shall not affect any other part thereof.

12. West Virginia Code Chapter 37 Article 15-3(e) requirements. The LESSEE acknowledges having disclosed the name and address of all parties having a security interest in his mobile home on the Park's normal application, business, or information forms. LESSEE further agrees to notify the LESSOR in writing **within ten (10) days** of any new security interest, change of existing security interest, or settlement or release of any security interest (changes in mortgages, liens, title changes, loans, etc.).

13. Prior agreements. Any prior lease agreements entered into between the parties for the same property are null and void after the beginning date stated in Section 2 of this agreement. However, LESSEE agrees that all rents, fees, and billings due to the LESSOR from any prior agreements are still due from and binding on the LESSEE.

WITNESS the following signatures and seals:

LESSOR: Giles & Marrara, Inc.:

By:_____
(**Signature** LESSOR)

Its _____Date: _____

LESSEE(s):

X_____ Date: X_____
(**Signature** LESSEE)

X_____ Date: X_____
(**Signature** LESSEE)

X_____ Date: X_____
(**Signature** LESSEE)

X_____ Date: X_____
(**Signature** LESSEE)

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