

# **RENTAL APPLICATION: Neatly fill in EVERY BLANK.**

If you leave something blank, it hurts your application. Each applicant must complete & sign a separate application.

DESIRED MOVE-IN DATE: \_\_\_\_\_ Do you have to give notice to your landlord? \_\_\_\_\_

Home(s) applying for – Space #: \_\_\_\_\_

Applicant's full name \_\_\_\_\_ Phone # \_\_\_\_\_ DOB \_\_\_\_\_

Cellphone: \_\_\_\_\_ Email address \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Social Security # \_\_\_\_\_ Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Exp. \_\_\_\_\_

Current Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Current Landlord's Name \_\_\_\_\_ Landlord's Phone # \_\_\_\_\_

How long at this address \_\_\_\_\_ months or years (circle one) Current Rent \$ \_\_\_\_\_

Why are you moving? \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Previous Landlords Name \_\_\_\_\_ Phone # \_\_\_\_\_

How long at this address \_\_\_\_\_ months or years (circle one) Last rent paid at this previous address \$ \_\_\_\_\_

Why did you move? \_\_\_\_\_

Auto Yr \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ State/License Plate # \_\_\_\_\_

Present Employer \_\_\_\_\_ Position \_\_\_\_\_ Mo. Income \$ \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor Name/#: \_\_\_\_\_ How long at job \_\_\_\_\_ months or years (circle one)

Employers Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Other income (& source) \_\_\_\_\_

Pets: Number: \_\_\_\_\_ What kind: \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_ Color: \_\_\_\_\_

Age of pet(s): \_\_\_\_\_ Is pet under 20 pounds as required by MHC rules? \_\_\_\_\_ (Yes or No)

Have you ever been evicted or had your tenancy terminated: [ ] Yes [ ] No If yes, explain: \_\_\_\_\_

Have you filed bankruptcy in the past 7 years? [ ] Yes [ ] No If yes, explain: \_\_\_\_\_

Have you been convicted of a felony? [ ] Yes [ ] No If yes, explain: \_\_\_\_\_

Have you been convicted of a misdemeanor in the past 10 years? ] Yes [ ] No If yes, explain: \_\_\_\_\_

Do you use illegal drugs and/or have you used them in the past 12 months? [ ] Yes [ ] No

Do you smoke?\* [ ] Yes [ ] No If you smoke, do you smoke [ ] Indoors? [ ] Outdoors?

\*(If you are applying to rent a space from the park, but are buying the home from a homeowner, this doesn't apply)

Name of bank \_\_\_\_\_ Branch \_\_\_\_\_ Type of Account \_\_\_\_\_

Personal References

Name \_\_\_\_\_ Yrs. Known \_\_\_\_\_ Relationship \_\_\_\_\_ Phone #s \_\_\_\_\_

Name \_\_\_\_\_ Yrs. Known \_\_\_\_\_ Relationship \_\_\_\_\_ Phone #s \_\_\_\_\_

Total number of adults \_\_\_\_\_ Total number of children living with you under the age of 18 \_\_\_\_\_

Children's name(s) & ages \_\_\_\_\_

Names & relations of all other applicants \_\_\_\_\_

Names & relations of immediate family who will not live with you: \_\_\_\_\_

**I CERTIFY that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for tenant screening as may be necessary in arriving at a tenant decision. I authorize my credit reports to be run. I authorize my current and previous landlords & employers to release all information about me. I authorize you to use all information obtained pursuant to the attached Privacy Policy, which I acknowledge receipt of. I understand that the landlord may terminate any agreement entered into for any misrepresentations I've made in this application.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Fax completed application to 949-369-0202 & ALSO bring it when you visit the parks.**

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## Legal Information and Privacy Policy

### DISCLAIMER

We do not guarantee the accuracy of any information in the ads or website, and are not responsible for any errors, omissions, or misrepresentations. Product information including availability, features, floor plans and rent ranges are subject to change without prior notice and should be verified independently with the property managers.

### Privacy Policy

We respect your privacy. In this document we explain how we use information you supply us. This privacy policy may be modified in the future. If it is, a new policy will be posted on our web sites and you will have the opportunity to modify your information on file with us as explained below. The policy that follows is applicable to our information collection, use and disclosure practices.

#### What personal information do we collect?

**Application, Credit Report, Social Security Number, Driver's License Number, Employment & Landlord information, more:** You may be asked to provide personal information in order to apply to rent or purchase a home, apartment, manufactured home, mobilehome, trailer or other dwelling unit or vacant space. This information will be listed on the application forms we ask you to complete. You will also be asked to provide your credit report (or authorization for us to run your credit report, social security number & social security card, driver's license, paystubs, employer information, references, landlord information, banking and asset and debt information, plus your name, address, phone number, email address, as well as demographic and vehicle information, and any other information we deem useful in evaluating your application and/or in helping you to rent or purchase. We may also obtain this information from third parties based on the authorization contained in your application.

**How do we use the information we collect?** We use the information collected to evaluate your application in order to determine whether you qualify to rent or purchase a unit, home, apartment, manufactured home, mobilehome or to provide other services to you.

#### With whom do we share the information we collect?

We will share personally identifiable information with third parties in the following cases:

1. This Privacy Policy is offered by one or more of the following: Real Estate Advisors, Inc., Les Frame Management, Inc., YVMHC, LLC, Hideaway MHC, LLC and InPark Sales. These are separate and distinct entities and any one or more may share all information provided by you with any one of the others, including with all of the owners & employees of these companies, and with independent contractors providing services to any of these companies.
2. As is necessary for third parties to provide information or perform services specifically requested by you. If you request additional information from an agent, broker, community or property manager, we will share your information with those companies. Personally identifiable information may also be included in reports to these third parties, but only when you have already submitted the information to the third party as described above, or are applying for financing or housing or services through said third party, or if we are attempting to determine if you qualify for housing or financing or services through said third party. After information is provided to such third parties, we do not and cannot control their subsequent use or disclosure of information.
3. For direct marketing purposes, but only if you have authorized us to do so and only if you are 18 years of age or older. Although we will notify all third party direct marketers that the information provided to them is confidential, we do not and cannot control the use or disclosure of information by such marketers after the information is provided to them.
4. To perform analytical and other services. In some cases we may work with third parties that do analysis and development on our behalf. We may share your personally identifiable information with such a third party on the condition that the third party maintains the information as confidential and only uses the information to perform the services specified by us.

#### How do we handle changes to your information or to this policy?

**Notification of changes:** Any changes to this policy will be posted on our website and available in our corporate office. You may request the most recent policy by emailing [President@RealEstateAdvisors.com](mailto:President@RealEstateAdvisors.com). If those changes affect how we use your personally identifiable information, we will contact you at the email address in our records to notify you of the change before it takes effect in regard to your information. You can then either agree to the changes, modify your personally identifiable information or deactivate your user record.

**Accessing, changing or deactivating information collected by us:** If you wish to access, verify the accuracy of, change or deactivate your personal information on file with us; change your permissions regarding use of personally

identifiable information for direct promotion purposes by us or its partners (including affiliates and third parties identified in this policy), simply notify us in writing.

**Deactivation of user information:** If you deactivate your user information, your account information will no longer be used by us or made available to any third parties except in an aggregate form or as required by law.

**Security** Your personal information is kept in our physical offices, in file cabinets, drawers, file folders or computers, accessible to all owners, employees and independent contractors providing services to our company. Said offices are open during business and other hours and are not kept locked at all times, nor are they necessarily protected by any security system.

**Collection of information by third parties:** We obtain credit history and other information from various credit bureaus and credit reporting agencies. Upon receipt of your application, we contact any and/or all parties listed on your application, including previous landlords, employers, personal references. We also contact parties listed on your credit report and any other parties we desire to contact to possibly obtain information which may assist us in evaluating your application.

If you have any questions about this privacy statement, please e-mail us at [President@RealEstateAdvisors.com](mailto:President@RealEstateAdvisors.com).

### EQUAL OPPORTUNITY IN HOUSING STATEMENT

**Our Policy:** All real estate advertised herein is subject to the federal Fair Housing Act, which makes it illegal to advertise "any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make such preference, limitation or discrimination." We will not knowingly accept or permit any advertisement for real estate that is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

**The Law:** When it comes to buying, selling or leasing a home or renting an apartment, several state and federal laws were enacted to ensure the equal opportunity in housing for all people. The Civil Rights Act of 1966 prohibits all racial discrimination in the sale or rental of property. Moreover, the Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin. Other laws also impact the purchase, sale or lease of a home or renting an apartment. Title III of the Americans with Disabilities Act prohibits discrimination against persons with disabilities in places of public accommodations and commercial facilities. The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program. In addition, state and local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

We will not discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. As someone seeking to purchase a home or rent an apartment, you have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap, familial status, or national origin. This includes the right to expect equal professional service, the opportunity to consider a broad range of housing choices, no discriminatory limitations on communities or locations of housing, no discrimination in the financing, appraising, or insuring of housing, reasonable accommodations in rules, practices and procedures for persons with disabilities, and to be free from harassment or intimidation for exercising your fair housing rights.

#### IF YOU SUSPECT DISCRIMINATION:

Despite our zero tolerance policy, much of the information regarding real estate, financing and related matters is provided by third parties or via hyperlink to third party sites. As such, there may be an instance of potential discrimination by these third parties that we are not yet aware of. If you suspect discrimination by any party involved in any way with a property we are representing, please contact us at [President@RealEstateAdvisors.com](mailto:President@RealEstateAdvisors.com).

Complaints alleging discrimination in housing may be filed with the nearest office of the United States Department of Housing and Urban Development (HUD), or by calling HUD's toll free number, 1-800-669-9777 (voice), or 1-800-543-8294 (TDD). You can contact HUD on the internet at <http://www.hud.gov/fhe/fheo.html>

Last updated: January 24, 2007



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code) (C.A.R. Form AD, Revised 4/06)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

[ ] BUYER [ ] SELLER Date Time [ ] AM [ ] PM

[ ] BUYER [ ] SELLER Date Time [ ] AM [ ] PM

Agent Real Estate Advisors, Inc. DRE Lic. # 01476651 Real Estate Broker (Firm)

By Salesperson or Broker-Associate Date by its President, Ian Dyer

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code §2079.14): When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer. When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

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Reviewed by Date



CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one):  the seller exclusively; or  both the buyer and seller.  
(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one):  the buyer exclusively; or  the seller exclusively; or  both the buyer and seller.  
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Buyer's Initials ( ) ( )  
Seller's Initials (A) ( )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**MOBILEHOME PARK RENTAL AGREEMENT DISCLOSURE FORM**

THIS DISCLOSURE STATEMENT CONCERNS THE MOBILEHOME PARK KNOWN AS HIDEAWAY MANUFACTURED HOME COMMUNITY LOCATED AT 34447 YUCAIPA BOULEVARD, YUCAIPA, CA 92399 IN THE CITY OF YUCAIPA COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE PARK AND PARK COMMON AREAS AS OF **March 3, 2009** IN COMPLIANCE WITH SECTION 798.75.5 OF THE CIVIL CODE. IT IS NOT A WARRANTY OF ANY KIND BY THE MOBILEHOME PARK OWNER OR PARK MANAGEMENT AND IS NOT A SUBSTITUTE FOR ANY INSPECTION BY THE PROSPECTIVE HOMEOWNER/LESSEE OF THE SPACE TO BE RENTED OR LEASED OR OF THE PARK, INCLUDING ALL COMMON AREAS REFERENCED IN THIS STATEMENT. THIS STATEMENT DOES NOT CREATE ANY NEW DUTY OR NEW LIABILITY ON THE PART OF THE MOBILEHOME PARK OWNER OR MOBILEHOME PARK MANAGEMENT OR AFFECT ANY DUTIES THAT MAY HAVE EXISTED PRIOR TO THE ENACTMENT OF SECTION 798.75.5 OF THE CIVIL CODE, OTHER THAN THE DUTY TO DISCLOSE THE INFORMATION REQUIRED BY THE STATEMENT.

Are you (the mobilehome park owner/mobilehome park manager) aware of any of the following:

| A. Park or common area facilities | B. Does the park contain this facility? |    | C. Is the facility in operation? |    | D. does the facility have any known substantial defects? |    | E. Are there any uncorrected park citations or notices of abatement relating to the facilities issued by a public agency? |    | F. Is there any substantial uncorrected damage to the facility from fire, flood, earthquake, or landslides? |    | G. Are there any pending lawsuits by or against the park affecting the facilities or alleging defects in the facilities: |    | H. Is there any encroachment, easement, non-conforming use, or violation of setback requirements regarding this park common area facility? |    |
|-----------------------------------|---|----|----------------------------------|----|--|----|---|----|---|----|--|----|--|----|
|                                   | Yes                                     | No | Yes                              | No | Yes  | No | Yes   | No | Yes   | No | Yes  | No | Yes  | No |
| Clubhouse                         |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Walkways                          |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Streets, roads and access         | X                                       |    | X                                |    | X  |    | X   |    | X   |    | X  |    | X  |    |
| Electric utility system           | X                                       |    | X                                |    | X  |    | X   |    | X   |    | X  |    | X  |    |
| Water utility system              | X                                       |    | X                                |    | X  |    | X   |    | X   |    | X  |    | X  |    |
| Gas utility system                | X                                       |    | X                                |    | X  |    | X   |    | X   |    | X  |    | X  |    |
| Common area lighting system       | X                                       |    | X                                |    | X  |    | X   |    | X   |    | X  |    | X  |    |
| Septic or sewer system            | X                                       |    | X                                |    | X  |    | X   |    | X   |    | X  |    | X  |    |
| Playground                        |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| RV storage                        |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Parking areas                     |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Swimming pool                     |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Laundry                           | X                                       |    | X                                |    | X  |    | X   |    | X   |    | X  |    | X  |    |
| Other common area facilities*     |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |

\*If there are other important park or common area facilities, please specify (attach additional sheets if necessary): Picnic area is not a common area facility. It is park owner's property. Resident use is at owner's pleasure and is revokable at any time without corresponding reduction in space rent for reduction in services.

If any item in C is checked "no", or any item in D, E, F, or G is checked "yes", please explain (attach additional sheets if necessary): This MHC is approximately 50 years old. All facilities are old, including utility & sewer systems and are not up to current standards. Electric/sewer/water/gas capacities are limited. It is unknown whether there are encroachments, easements, setback violations or non-conforming uses so assume that there are. Streets/roads and utilities and all other aspects of this MHC are old and may require substantial capital improvements in the future, which could result in rents being increased pursuant to state and local law.

The mobilehome park owner/park manager states that the information herein has been delivered to the prospective homeowner/lessee a minimum of three days prior to execution of a rental agreement and is true and correct to the best of the park owner/park manager's knowledge as of the date signed by the park owner/manager.

Park Owner/Manager: Hideaway Manufactured Home Community By: \_\_\_\_\_ Date: \_\_\_\_\_, 2009

I/WE ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE PARK OWNER/MANAGER STATEMENT.

Prospective Homeowner

\_\_\_\_\_ Date: \_\_\_\_\_ 2009

Prospective Homeowner

\_\_\_\_\_ Date: \_\_\_\_\_ 2009

**MOBILEHOME PARK RENTAL AGREEMENT DISCLOSURE FORM**

THIS DISCLOSURE STATEMENT CONCERNS THE MOBILEHOME PARK KNOWN AS YUCAIPA VALLEY MANUFACTURED HOME COMMUNITY LOCATED AT 12710 3<sup>rd</sup> Street, Yucaipa, CA 92399 IN THE CITY OF YUCAIPA COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE PARK AND PARK COMMON AREAS AS OF **March 3, 2009** IN COMPLIANCE WITH SECTION 798.75.5 OF THE CIVIL CODE. IT IS NOT A WARRANTY OF ANY KIND BY THE MOBILEHOME PARK OWNER OR PARK MANAGEMENT AND IS NOT A SUBSTITUTE FOR ANY INSPECTION BY THE PROSPECTIVE HOMEOWNER/LESSEE OF THE SPACE TO BE RENTED OR LEASED OR OF THE PARK, INCLUDING ALL COMMON AREAS REFERENCED IN THIS STATEMENT. THIS STATEMENT DOES NOT CREATE ANY NEW DUTY OR NEW LIABILITY ON THE PART OF THE MOBILEHOME PARK OWNER OR MOBILEHOME PARK MANAGEMENT OR AFFECT ANY DUTIES THAT MAY HAVE EXISTED PRIOR TO THE ENACTMENT OF SECTION 798.75.5 OF THE CIVIL CODE, OTHER THAN THE DUTY TO DISCLOSE THE INFORMATION REQUIRED BY THE STATEMENT.

Are you (the mobilehome park owner/mobilehome park manager) aware of any of the following:

| A. Park or common area facilities | B. Does the park contain this facility? |    | C. Is the facility in operation? |    | D. does the facility have any known substantial defects? |    | E. Are there any uncorrected park citations or notices of abatement relating to the facilities issued by a public agency? |    | F. Is there any substantial uncorrected damage to the facility from fire, flood, earthquake, or landslides? |    | G. Are there any pending lawsuits by or against the park affecting the facilities or alleging defects in the facilities: |    | H. Is there any encroachment, easement, non-conforming use, or violation of setback requirements regarding this park common area facility? |    |
|-----------------------------------|---|----|----------------------------------|----|--|----|---|----|---|----|--|----|--|----|
|                                   | Yes                                     | No | Yes                              | No | Yes  | No | Yes   | No | Yes   | No | Yes  | No | Yes  | No |
| Clubhouse                         | X                                       |    | X                                |    | X  |    |   | X  |   | X  |  | X  |  | X  |
| Walkways                          |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Streets, roads and access         | X                                       |    | X                                |    | X  |    |   | X  |   | X  |  | X  |  | X  |
| Electric utility system           | X                                       |    | X                                |    | X  |    |   | X  |   | X  |  | X  |  | X  |
| Water utility system              | X                                       |    | X                                |    | X  |    |   | X  |   | X  |  | X  |  | X  |
| Gas utility system                | X                                       |    | X                                |    | X  |    |   | X  |   | X  |  | X  |  | X  |
| Common area lighting system       | X                                       |    | X                                |    | X  |    |   | X  |   | X  |  | X  |  | X  |
| Septic or sewer system            | X                                       |    | X                                |    | X  |    |   | X  |   | X  |  | X  |  | X  |
| Playground                        |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| RV storage                        |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Parking areas                     |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Swimming pool                     |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |
| Laundry                           | X                                       |    | X                                |    | X  |    |   | X  |   | X  |  | X  |  | X  |
| Other common area facilities*     |   | X  |                                  |    |  |    |   |    |   |    |  |    |  |    |

\*If there are other important park or common area facilities, please specify (attach additional sheets if necessary): Picnic area (if any) is not a common area facility. It is park owner's property. Resident use is at owner's pleasure and is revokable at any time without corresponding reduction in space rent for reduction in services.

If any item in C is checked "no", or any item in D, E, F, or G is checked "yes", please explain (attach additional sheets if necessary): This MHC is approximately 50 years old. All facilities are old, including utility & sewer systems and are not up to current standards. Electric/sewer/water/gas capacities are limited. It is unknown whether there are encroachments, easements, setback violations or non-conforming uses so assume that there are. Streets/roads and utilities and all other aspects of this MHC are old and may require substantial capital improvements in the future, which could result in rents being increased pursuant to state and local law.

The mobilehome park owner/park manager states that the information herein has been delivered to the prospective homeowner/lessee a minimum of three days prior to execution of a rental agreement and is true and correct to the best of the park owner/park manager's knowledge as of the date signed by the park owner/manager.

Park Owner/Manager: Yucaipa Valley Manufactured Home Community By: \_\_\_\_\_

Date: \_\_\_\_\_, 2009

I/WE ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE PARK OWNER/MANAGER STATEMENT.

Prospective Homeowner

\_\_\_\_\_ Date: \_\_\_\_\_ 2009

Prospective Homeowner

\_\_\_\_\_ Date: \_\_\_\_\_ 2009

**THE FOLLOWING ONLY APPLIES TO HOMES (including Park Model RVs) REGISTERED THROUGH DMV, NOT HCD:**

**THERE IS NO COOLING OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION.**

California law does not provide for a “cooling-off” or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

(Amended Sec. 3, Ch. 567, Stats. 2006. Effective January 1, 2007.)

DISCLOSURE: NONE OF THE ITEMS LISTED IN 2982.2(1)(B) are being sold in this transaction but we are citing 2982.2 anyway since it may be required by law.

2982.2. (a) Prior to the execution of a conditional sale contract, the seller shall provide to a buyer, and obtain the buyer’s signature on, a written disclosure that sets forth the following information:

(1) (A) A description and the price of each item sold if the contract includes a charge for the item.

(B) Subparagraph (A) applies to each item in the following categories:

- (i) A service contract.
- (ii) An insurance product.
- (iii) A debt cancellation agreement.
- (iv) A theft deterrent device.
- (v) A surface protection product.
- (vi) A vehicle contract cancellation option agreement.

(2) The sum of all of the charges disclosed under subdivision (a), labeled “total.”

(3) The amount that would be calculated under the contract as the regular installment payment if charges for the items disclosed pursuant to subdivision (a) are not included in the contract. The amount disclosed pursuant to this subdivision shall be labeled “Installment Payment EXCLUDING Listed Items.”

(4) The amount that would be calculated under the contract as the regular installment payment if charges for the items disclosed under subdivision (a) are included in the contract. The amount disclosed pursuant to this subdivision shall be labeled “Installment Payment INCLUDING Listed Items.”

(b) The disclosures required under this section shall be in at least 10-point type and shall be contained in a document that is separate from the conditional sale contract and a purchase order.

**Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.**

**If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.**

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**Buyer's Signature**

Repossession: As provided by California Law, Lender may repossess this vehicle for non-payment once vacant or once possession has been obtained pursuant to law.

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT. WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD. FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

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**Buyer's Signature**

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**Buyer's signature**

## INFORMATION FOR PROSPECTIVE HOMEOWNERS

**Hideaway MHC** 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.**

As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. This is not meant to be a complete list of information.

Owning a home in a mobilehome park incorporates the dual role of “homeowner” (the owner of the home) and park resident or tenant (also called a “homeowner” in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow certain rules and regulations to reside in the Park.

If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be \$ \_\_\_\_\_ **(must be completed by the management) for space number \_\_\_\_\_ (must be completed by the management). Additional information regarding future rent or fee increases may also be provided by management:\_\_\_\_\_.**

In addition to the monthly rent, you will be obligated to pay to the Park the following additional fees and charges listed below. Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use.

|                               |  |
|-------------------------------|--|
| Electricity:                  | Submetered-billed for actual usage   |
| Gas:                          | Submetered-billed for actual usage   |
| Water:                        | Submetered-billed for actual usage   |
| Sewer                         | <b>\$35.55 per month as of 3/1/10. This is set by the water company and changes when they change rates.</b>  |
| Trash collection:             | <b>\$18.11 per month as of 11/1/09. This is set by the trash company and changes when they change rates.</b> |
| 1987 Paramedic fee:           | <b>\$2.00 per month</b>  |
| 2004 Paramedic fee:           | <b>\$2.33 per month</b>  |
| Rent Control fee:             | <b>\$3.52 as of 2/1/09. This is set by the city and changes at the city’s pleasure.</b>                      |
| Weights & Measures meter fee: | <b>\$0.50 per month</b>  |

(Management shall describe the fee or charge and a good faith estimate of each fee or charge.)

Some spaces are governed by an ordinance, rule, regulation, or initiative measure that limits or restricts rents in mobilehome parks. Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located. A fully executed lease or rental agreement, or a statement signed by the Park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement. (Civil Code § 798.75)

If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management, but, for whatever reason, you elect not to purchase the mobilehome, the management may retain the fee to defray its administrative costs. (Civil Code § 798.74)

We encourage you to request from management a copy of the lease or rental agreement, the Park's rules and regulations, and a copy of the Mobilehome Residency Law. Upon request, Park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

A prospective homeowner should not rely upon the representations and/or interpretations of the Park's lease or rental agreement made by Park management, a mobilehome dealer, a selling resident, a sales person (or other individual who may be selling the mobilehome to the prospective homeowner), or any other person, but instead the prospective homeowner must carefully read and consider this agreement independently or with the advice of legal counsel.

The rental and lease agreements of the Park are contracts which are binding on both owner and prospective homeowner if signed. It is very important that a prospective homeowner read and understand the Park's rental and lease agreements and obtain legal advice before executing the same.

The Park's long term lease agreement is an important document that has legal consequences. It is recommended that a prospective homeowner have it reviewed by an attorney prior to executing the document.

Any prospective purchaser of a mobilehome within the Park acknowledges that such person is purchasing only the mobilehome and possibly the accessory structures or equipment thereto and is not purchasing the Homesite (space) within the Park. Ownership of the Homesite always remains with the owner of the Park. Prospective homeowner understands that he or she is not entitled to receive any value for the Park owner's property.

The price, appraisal, or stated value of the mobilehome, may reflect not only the mobilehome's value, but its "site" value, e.g., the willingness of a lender to finance the mobilehome or the willingness of 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 Homesite than on the Homesite.*

By executing the Park's residency documents, the prospective homeowner is only establishing a tenancy in the Park and renting a Homesite from owner. Owner makes no representation, warranty or covenant as to the mobilehome located on any Homesite. The prospective 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. Owner makes no guaranty respecting prospective homeowner's ability to sell the mobilehome for the price purchased or for any other price. Prospective homeowner acknowledges that owner is not responsible for any condition including ones caused by owner that affect home sales price including but not limited to the condition of park, real estate market, rent to buyer, lease terms offered to buyer or condition of other mobilehomes in the Park.

Any tenancy that a prospective homeowner may enter into will be subject to termination under the provisions of the California Mobilehome Residency Law and may only be terminated for the reasons stated in therein, and other applicable law.

Prospective 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.

**Dated:** \_\_\_\_\_, 2010

**Signature of Park Manager:** \_\_\_\_\_

**Acknowledge Receipt by Prospective Homeowner(s):**

\_\_\_\_\_  
**Signature of Prospective Homeowner**

\_\_\_\_\_  
**Signature of Prospective Homeowner**

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By executing the Park's residency documents, the prospective homeowner is only establishing a tenancy in the Park and renting a Homesite from owner. Owner makes no representation, warranty or covenant as to the mobilehome located on any Homesite. The prospective 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. Owner makes no guaranty respecting prospective homeowner's ability to sell the mobilehome for the price purchased or for any other price. Prospective homeowner acknowledges that owner is not responsible for any condition including ones caused by owner that affect home sales price including but not limited to the condition of park, real estate market, rent to buyer, lease terms offered to buyer or condition of other mobilehomes in the Park.

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**Dated:** \_\_\_\_\_, 2010

**Signature of Park Manager:** \_\_\_\_\_

**Acknowledge Receipt by Prospective Homeowner(s):**

\_\_\_\_\_  
**Signature of Prospective Homeowner**

\_\_\_\_\_  
**Signature of Prospective Homeowner**