

**BROOK PARK ESTATES**  
2400 S Twp Rd 119  
Tiffin, OH 44883  
**(419) 455-6058**  
www.brookparkestatesmhp.com

## **Rules & Regulations**

I/we hereby acknowledge receipt of The Community Rules and Regulations and agree:

**1. Rules can and will change in the future and Community that they may change online at [www.brookparkestatesmhp.com](http://www.brookparkestatesmhp.com) and or via message board or written notification. A posting of the rules will be given to each tenant at the time of lease conception.** For a new update I agree to check the web site for new rules on a regular basis and I understand that notifications of rules shall be posted via web address.

**2. I understand that notifications can be sent via door postings and US postal mail as well as message boards.** I also acknowledge and understand that no method is required for any update unless it conflicts with some local, state or federal law or if it conflicts with the authority governing mobile home communities in this state, county, city, township, village etc.

**3. The Mobile Home Community shall always give a thirty (30) day written notice regarding rule changes.** This notification may be hand delivered or notification may be given by an added message to a billing statement distributed by The Community. The Lease that is signed by a tenant constitutes an extension of these community rules. Tenant agrees to all rules in this document and in the lease that is signed by the tenant. The words (Tenant, Resident, Lessee, Renter, Home Owner) all refer to the person who is renting a space or renting a home from "The Community". The words Community and The Community refer to the company who is renting the property and whose name is captioned at the top of this document.

**4. Monthly lot rent and or home rent as well as any installment sale payments are due on the 1<sup>st</sup> day of each month.** The resident agrees to pay a late charge of **\$50.00** if the monthly rent is not received by **the 5<sup>th</sup> calendar day** of the month it is due and \$5 per thereafter until the delinquent balance is fully paid . No refund of rent or security deposit will be given for mid-month move outs. The tenant must give at least 60 days written notice prior to termination of tenancy.

All tenants will be offered the option of a minimum one-year lease or a month-to-month rental lease. Each tenant will be requested to sign a written statement if a lease is not accepted and the tenant shall be subject to a "hold over" lease policy where applicable. Hold over leases are designed for tenants who wish not to sign a one-year lease due to the fact that they may be moving for reasons of job transfer or other reasons that cause them a tenant not to commit for one year or longer. In the case of a hold over lease the tenant must pay a minimum \$50.00 above and beyond the base rent of the lease unless otherwise specified in the lease itself. A tenant's refusal of a lease is not construed as a waiver of any rights guaranteed by law.

**1st Rent and Security Deposit are to be paid by MONEY ORDER or a Cashier's Check payable to:**

**Brook Park Estates MHP LLC, 2400 Twp Rd 119, Tiffin, OH 448833**

**All following Rent payments are to be made online [www.brookparkestatemhp.com](http://www.brookparkestatemhp.com) under Pay Rent tab.**

**FOR SIGNATURE REQUIRED MAIL YOU RUN THE RISK OF DELAYING THE MAIL. IN THE EVENT WE ARE UNABLE TO GET YOUR MAIL TIMELY BECAUSE YOU SENT YOUR CHECK VIA SIGNATURE REQUIRED MAIL, YOU MAY CAUSE YOUR ACCOUNT TO APPEAR AS NO PAYMENT HAS BEEN APPLIED AS THIS OFFICE**

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**DOES NOT RECEIVE MAIL BY HAND DELIVERY FROM THE POST OFFICE BUT GOES INTO A BOX THAT IS CHECKED ON MOST OR ALL DAYS OF BUSINESS.**

Ways to contact the management office:

**By Phone: (419) 455-6058**

**Email: [brookparkmhp@gmail.com](mailto:brookparkmhp@gmail.com)**

**Office Hours:** Monday through Friday 9:00 AM to 5:00 PM

**By Mail: Brook Park Estates MHP LLC 2400 Twp Rd 119, Tiffin, OH 448833**

This does not guarantee that the manager is always available during these times. Manager is not always in office as other duties and responsibilities cause the manager to be in and out of the office, performing inspections and performing other duties needed to keep the community operations in order.

**5. Residents will be charged a \$50.00 fee for all checks returned due to non-sufficient funds or accounts closed.**

**6. A security deposit equal to one (1) month's rent is due and payable upon application approval.**

This money is to be held to satisfy any claim for the damage of the property or any litter left at the time of move-out, or for any damage or loss sustained as a result of a breach or default by the tenant.

**7. Management reserves the right to increase lot rents.** Residents shall receive one month written advance notice of all proposed rent increases unless otherwise required by law the notification will comply with all applicable laws. Landlord also reserves the right upon 30 days notice to charge a monthly fee for the cost of water and trash pickup, which fee shall be deemed to be additional rent.

**8. Since your home site is rented to you as an individual, it is considered a single-family dwelling.** NO more than one family is allowed at each mobile home site. A single family consists of 2 adults and any/all minor children that those adults may have. Violations of this rule will be an automatic eviction by all parties involved. Transferring or subletting to another party is NOT allowed by any tenant in this mobile home community. **Additional Adults over the age of 18 shall be a charge of \$50.00 per person per month. Maximum of two persons per bedroom. \$100.00 FINE EACH MONTH FOR VIOLATIONS INCLUDING FAILURE TO REGISTER OCCUPANTS AND GUESTS.**

**9. For the benefit of the other residents, the following activities are specifically prohibited in the community:**

A. Loud parties or disturbances. Quiet hours are from 10:00 pm thru 7:00am.

B. Speeding vehicles. Inside the private property you cannot drive more than ten (10) miles an hour. By signing these rules, you agree and allow an officer of the law to enforce the legal speed limit in the event that you should be speeding or in violation of any motor vehicle violations while driving or operating a motor vehicle through the community. Reckless, careless or hot rod drivers will be arrested and/or evicted/banned from Park property.

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- C. Automobiles, boats, trailer or vehicle repairs.
- D. Loud mufflers and/ or loud music.
- E. Burning of any kind.
- F. Nuisances of any kind.
- G. Air rifles, B-B guns, fireworks, sling shots, shooting of any kind.
- H. Drunkenness and immoral or illegal activities and /or conduct.
- I. Disabled vehicles; non-licensed vehicles. This includes vehicles with flat tires.
- J. Peddling, soliciting, canvassing, distributing literature by any religious group or any other form of commercial enterprise is not allowed.
- K. Removal of any plants or shrubs from a lot or manufactured home site is prohibited without getting permission from the park manager first.
- L. NO RV's, boats, trailers or one-ton or larger vehicles with dual-wheels.
- M. Parents are responsible for their children at all times. If there is a problem or incident involving your child, you will be responsible for all repairs/ damages caused by your child. It is 10:00p.m. (9:00p.m. during school hours) curfew for all children under the age of 19 years old in the Park.
- N. Snowmobiles, ATV, or non-licensed motorbikes are not permitted on Park Property. This includes mopeds, go-karts, mini-bikes and scooters.
- O. Trampolines are NOT permitted in the park at any time.
- P. Pools, included but not limited to small children's wading pools, blow up pools and water toys such as slip, and slides and other children's water recreation devices are not permitted anywhere on the property.

**Violations of any of the prohibited activities will result in an automatic eviction from this mobile home community.**

**10. Your New or Used Manufactured Home Maintenance:**

- A. All manufactured homes will be skirted with an approved material within thirty (3) days of moving into the community.
- B. All manufactured homes will be anchored, and all anchoring will be approved by the local municipality and any other state and federal guidelines prior to moving in.
- C. Manufactured Home Requirements unless otherwise permitted in writing:
- D. Manufactured homes must be a minimum of 14 x 56 feet.
- E. Manufactured homes must be neat and attractive.
- F. All water lines are to be wrapped with an electric heat tape.

**11. Owners are responsible for the maintenance of the yard on their lot.** All yards must always be neat and attractively maintained. Management reserves the right to mow yards and impose a charge of **\$45.00** for mowing against residents to be added to the next lot rent payment.

**12. Hookups:** Each resident is responsible for water, sewer, gas and electrical installation upon his lot and will be charged for the expense of replacing or servicing the same utilities due to neglect or improper use on the part of the resident. The Tenant will make his own application for all utilities, such as telephone, gas, electric, water and pay all statements rendered by said companies.

**13. By no later than October 1<sup>st</sup> of each year, each home must have a heat tape in working order installed around the water service pipe.** The tape must go into the water line hole to ground

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level. Inspections will be made in November and periodically thereafter. Any damages incurred by the tenant from not complying with this rule are the sole responsibility of that tenant. Damages to community infrastructure due to tenant's faulty insulation of piping or installation of heat tape or faulty heat tape shall be the financial responsibility of the resident.

**14. Automobiles are to be parked only in assigned parking areas. NO PARKING ON THE GRASS ALLOWED AT ANY TIME.** No trucks one-ton or larger with dual wheels are permitted. The driver of any truck or car assumes full responsibility in the event of any accident, injury, or damage to any person, child and personal property or improvements. Any oil leaking from vehicles must be repaired promptly. Any inoperable vehicles or vehicles with flat tires and or vehicles without parking permits issued by the community WILL BE TOWED AT THE VEHICLE OWNER'S EXPENSE. TOW WARNING. PARKING IN A MANNER THAT IS NOT ALLOWED BY MANAGEMENT, UNLICENSED VEHICLES OR ANY VEHICLE RELATED VIOLATION WILL CAUSE YOUR VEHICLE TO BE TOWED AT THE VEHICLE OWNER'S EXPENSE. Tenants are allowed 1 vehicle per household. Any additional vehicles incur a charge of **\$25 a month per extra vehicle** for a maximum of 2 vehicles total.

**15. NO new fencing will be allowed around homes in the park.** Management reserves the right to remove any existing fencing at the tenant's expense. Some split rail or other types of decorative fence may be allowed with Managements expressed written approval only.

**16. The home site will be kept free from fire hazards, including combustibile materials stored under the home.** Storage outside the home must be in a storage shed approved by Management. Vehicle parking within 10 feet of any fire hydrant is prohibited. All Mobile Homes must be equipped with both a working fire extinguisher; with a minimal #2A-10-B-C rating and approved by an independent testing laboratory, and one smoke detector; approved by a nationally recognized independent testing laboratory.

**17. Tenants are responsible for maintaining their home and lot in an attractive manner at all times.**

**18. Lot renters are responsible for maintaining the homeowner's insurance policy and provide a copy to Management on an annual basis.**

**19. Management will inspect the Park** on a weekly basis to ensure that grass is cut and trimmed, and that the lot is free of trash, debris, pet mess, etc. Management will give tenants a 24 to 48-hour notice if grass needs to be cut, trimmed, cleaned, etc. If the tenant fails to adhere to Management's notice, Management will correct the violation themselves and charge said tenant a minimum of **\$45.00 and up to \$100.00** for each occurrence/violation. If a tenant has more than 3 violations of this rule in a 12-month period, the tenant will be evicted from the park. **IF YOU ARE A HOMEOWNER - YOU WILL BE ASKED TO PAINT YOUR HOME, POWER WASH AND PAINT DECKS AND PORCHES. BEAUTIFY YOUR HOME WITH MINIMAL LANDSCAPING AND FLOWERS, REMOVE TONGUES FROM TRAILERS AND BUILD FLOWER BOXES OR CAP OFF TONGUES. YOU MAY BE ASKED TO REPLACE YOUR SKIRTING. YOU MAY BE ASKED TO SEAL COAT THE ROOF OF YOUR HOME.**

**20. Management reserves the rights to evict, with notice, any person or persons who become objectionable, create a disturbance, threaten management or tenants or become a nuisance.** The management and utility companies reserve the right to hold in the park any and all homes when

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rent or utility bills are unpaid.

21. **Pets:** YOU CANNOT BRING A PET TO THE PROPERTY UNLESS IT HAS BEEN FIRST REGISTERED AND MUST BE APPROVED BY MANAGEMENT IN WRITING VIA SPECIAL AUTHORIZATION. All pets must be registered with the community manager and a copy of all shot records and license MUST be provided at the time of registration. For the safety of the residents, all residents who do not have pets, must indicate this in writing by placing the word "NONE" on the pet registration form where it asks for "1. type of animal and breed" and by crossing off the area of the form that indicates details about the pet. This form must be signed whether you have a pet or not. Falsifying any information on the form is a violation of the rule. There is a **\$30.00 fee for one pet** per month and **\$50.00 for two pets** added to a tenant's rent if they wish to have a pet. **THERE IS A 2 PET LIMIT PER HOME SITE UNLESS OTHERWISE PERMITTED IN WRITING BY MANAGEMENT.** Your home site is to be kept clean of animal waste. **NO OUTDOOR PETS ARE PERMITTED IN THIS MOBILE HOME COMMUNITY AT ANY TIME.** For the purpose of setting the standard for this private property any and all pets in excess of **30 lbs.** and or **16 inches** in height is typically considered an OUTDOOR pet unless otherwise allowed by management. A resident that has an OUTDOOR pet will be required to remove the pet from the Park OR as an alternative the resident can vacate the Park by serving Management with a 30-day notice. Pets are only allowed outside to be walked and for no other reason and must always be on a leash and attended by someone who is 18 years of age or older. Under **no** circumstance shall pets be left on a leash outside of home. Residents are required to clean up immediately after their pets. **ANY VIOLATION OF THE ABOVE PET RULES WILL CAUSE THE TENANT TO BE SERVED WITH A 30-DAY NOTICE TO VACATE. ALL PETS MUST BE AUTHORIZED BY CORPORATE MANAGEMENT IN WRITING. NO VICIOUS OR AGGRESSIVE MIX OR BREED IS ALLOWED. 30 lbs. are the limit unless AUTHORIZED BY CORPORATE MANAGEMENT OFFICE IN WRITING. \$100.00 FINE EACH MONTH FOR VIOLATIONS INCLUDING FAILING TO PROVIDE SHOT RECORDS AND PROOF ANIMAL IS SAFE. DOG KENNELS ARE NOT ALLOWED.**

22. **All residents must be registered at the park office and sign the lease/rental agreement and Park rules and regulations form.** All residents shall register the make and license number of all vehicles operated by them and/or by members of their household. There is a 2-vehicle limit per household per lot. Residents are responsible and liable for the conduct of their guests while in the manufactured home community. It is the responsibility of the resident who executes the lease to see that all members of his household, his guests, and other parties under his control comply with these park rules. **VIOLATION OF ANY PARK RULES OR REGULATIONS CAN AND WILL RESULT IN THE ARREST OF RESIDENT OR GUEST BREAKING THE RULE AND THE EVICTION AND EJECTION OF THE RESIDENT FROM THE PARK. BY SIGNING THESE RULES, YOU AGREE TO COOPERATE WITH ALL ORDERS OF NO TRESPASS.**

23. **THE COMMUNITY will be entitled to recover from the tenant all expenses incurred by it in enforcing its rights under this agreement** (including attorney's fees), all without relief to tenant of any appraisal and valuation laws; and the tenant shall hold Park Management harmless from any and all liability threatened or sustained (including all attorney's fees and other costs of defense) because of any exercise of owner's rights under this agreement.

24. **Mobile home sites are non-transferable.** Homeowners may resell their home on its site within the community so long as the home meets community specifications. If the home does not meet these specifications, it must be brought in conformance before the final closing on the home.

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Residents selling their homes on site must have their home inspected by the community management before selling. A fee of \$35.00 is charged for this inspection. Management will not transfer the home site to your buyer without a Resale Authorization approval. Before finalizing the sale of your home, after receiving a Resale Authorization approval, your purchaser must apply for the home site and be accepted by Management, pay all applicable fees and deposits, and provide proof of ownership. Resale inspection requirements include: The Home interior/exterior, all adjacent structures (which must be in good condition), and repair - including but not limited to:

- A. All appliances must be in good operating condition and free of damage.
- B. All electrical duplexes and fixtures must be in good operating condition and free from damage.
- C. All plumbing and plumbing fixtures must be in good operating condition and free from damage. All plumbing meets applicable codes.
- D. The heating system must be in good operating condition and free from damage.
- E. The flooring, linoleum, tile, and carpeting must be free of holes, tears, fraying, patches, and chips.
- F. All walls and ceilings shall be securely attached to the home and free of holes, cracks, separations, or other damage.
- G. The roof must be maintained in a manner so that it is leak proof.
- H. The exterior metal sheeting and fixtures on the home and skirting must be securely attached to the home and free of rust.
- I. All doors, windows, and screens must be in good operating condition and free of cracks and holes.
- J. The home must be washed, waxed, free of dust and free of marks of discoloring.
- K. The yard and all landscaping accessories must be in good repair, and there shall be no areas of grass that are bare.
- L. The home shall have tie downs, fire extinguisher (minimum rating: #2A-10-B-C and smoke detectors, which are approved by a nationally recognized, independent testing laboratory.
- M. If the home does NOT meet the above criteria, the home must be removed within 24 hours of being sold.
- N. NO commercial activity or mobile homes being used for illegal or immoral purposes will be allowed.

**25. Moving a mobile home outside of the Community.**

If a tenant decides to sell their mobile home to an outside party and for it to be moved outside the park, park management must have the right of first refusal on such purchase. If a park refuses a purchase at an offered price, the tenant is free to market and sell how they see fit, however Moving Authorization must be obtained from the park's office prior to moving the home.

**Presence of any home movers on park's premises and attempt to move home without a Moving Authorization will be considered trespassing and the tenant will be held liable for any damages to the community and its infrastructure.**

To obtain Moving Authorization, tenant is to follow the procedure:

- A. Submit a written Request to move the home out Community with the date and time of the move no less than 5 business days of the intended move.
- B. Submit \$1,000 refundable deposit via Money order or Cashier's check made to Brook Park Estate MHP. along with the Request to move home.
- C. Provide a Copy of Home title

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- D. Provide a copy of Contract with a mover.
- E. Provide a copy of the home mover's license.
- D. Provide a copy of home mover's liability insurance where "Brook Park Estates MHP" is listed as an "Added Insured" .

**26. Resident (s) hereby agrees to indemnify and hold harmless Management** and/or owner from and on account of any damage or injury by fire, theft or accident to any person(s), or the furniture, equipment, records, goods, wares, mobile home or merchandise of any person(s) arising from the failure of resident to keep the mobile home and his/her lot in good condition as herein provided, or arising from the occupant of adjoining or contiguous mobile homes. Resident agrees to pay for all damages or injuries to Management or other residents, their guests and families thereof caused by the resident or his/her guests whether by negligence or misuse of the mobile home community property or its facilities.

**27. Park management is not responsible for any damages** which may be caused due to acts of God and/or other matters which result from matters over which park management has no control, or which result from acts or omissions by other parties or residents of the park. While the Management and owners of your community will exert great effort to assure the safety of the residents and the property, they are NOT responsible for losses due to fire, theft or accident, natural disasters, including but not limited to weather related incidents. You the resident are hereby notified that you assume the risk in all matters and claims.

**28. The City you reside in provides a severe weather warning system. The Community does NOT provide designated shelters for severe weather.** During severe weather, residents and all other non-residents in the community are responsible for taking their own safety precautions.

**29. Management reserves the right to impose other rules and regulations it deems advisable or necessary** toward making The Community a better place to live. Each tenant will receive a notification of any/all new or amended rules and regulations at least 30 days before the effective date of the new rule(s).

**30. These rules and regulations supersede any previously published.**

**31. \$100.00 FINE WILL BE ASSESSED to anyone who is witnessed dumping, placing large objects of trash outside of their home, placing trash in or around vacant homes or other areas of the property, denying neighbors of their right to quiet enjoyment, making threats to the manager or corporate office staff, using vulgar language with the manager or corporate office staff, including but not limited to vandalizing property, taking personal property of others without permission, not picking up after your pet, keeping your pet tied outside unattended, or letting your pet run loose in the park.**

**PLEASE MAKE NOTE OF THESE CHANGES WHICH WILL BE REFLECTED IN YOUR NEW RULES/REGULATIONS.**

**32. WATER SHUT OFF NOTICE. IF YOU ARE USING WATER ILLEGALLY YOU WILL BE EVICTED FROM THE COMMUNITY. IF YOU ARE USING WATER AND NOT GETTING BILLED FOR WATER, YOU MUST CALL THE CORPORATE OFFICE IMMEDIATELY AND MAKE ARRANGEMENTS TO PAY ALL PAST WATER BILLS. ILLEGAL WATER USE WILL NOT BE TOLERATED. PLUMBING CAN NOT BE**

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**MODIFIED AT THE RISER. IT IS NOT ALLOWED TO MAKE ANY MODIFICATIONS TO YOUR WATER RISER AS THIS IS THE PARK PROPERTY. ALL LICENSED PLUMBERS MUST HAVE CORPORATE LEVEL WRITTEN APPROVAL TO WORK ON WATER RISERS AND WATER METERS AND ANY AND ALL PLUMBING INFRASTRUCTURES.**

33. **FAIR HOUSING - EQUAL HOUSING OPPORTUNITY** Lessor provides an equal housing opportunity to all tenants. Fair Housing Act (FHA) Fair Housing Act Regulations: The Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601, et seq. ("FHA"), prohibits illegal discrimination in all types of housing transactions including all aspects of residential real estate-related transactions, including, but not limited to: the making or purchasing of loans to purchase, construct, improve, repair, or maintain a dwelling; a loan secured with residential real estate, such as a home equity loan, and the selling, brokering, or appraising of residential real estate. The Landlord takes Fair Housing Rules seriously and intends to always adhere to all Fair Housing Rules.

34. **TOLERANCE CIVIL RIGHTS** THE ZERO TOLERANCE CIVIL RIGHTS VIOLATION POLICY WILL STATE THAT RACE, COLOR, RELIGION, SEX, MARITAL STATUS, HANDICAP, OR NATIONAL ORIGIN -BASED HARASSMENT OR VIOLENCE THAT VIOLATES THE ELLIOTT-LARSEN CIVIL RIGHTS ACT OR THE FEDERAL FAIR HOUSING ACT AND IS DIRECTED AGAINST ANY OTHER TENANT OR GUEST OF THE LESSOR OR ANY TYPE OF HARASSMENT WHATSOEVER AND WILL NOT BE TOLERATED AND THAT SUCH CONDUCT BY ANY MEMBER OF THE HOUSEHOLD WILL BE CONSIDERED A VIOLATION OF THE LEASE AND COULD RESULT IN EVICTION. HARASSMENT IS A SERIOUS ISSUE. ALL PEOPLE INVOLVED IN THIS PROPERTY SHOULD TREAT EACH OTHER WITH RESPECT AND DIGNITY REGARDLESS OF RACE, COLOR, RELIGION, SEX, MARITAL STATUS, HANDICAP, OR NATIONAL ORIGIN OF ANY PERSON INVOLVED WITH THIS PROPERTY. WHAT THIS MEANS IS HARASSMENT IS NOT ALLOWED AND WILL NOT BE TOLERATED.

**Tenant Contact Information:**

**Cell phone:** \_\_\_\_\_

**Work phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Other:** \_\_\_\_\_

Is it ok to email you news and information about the park? \_\_\_\_\_

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<p>SIGNATURE OF LANDLORD:</p>  <p>By: _____</p> <p>Its: Community Manager</p>	<p>SIGNATURES OF TENANT(S): (Jointly and Severally)</p> <p>1. _____ Signature</p> <p>_____ Print Name:</p> <p>2. _____ Signature</p> <p>_____ Print Name:</p> <p>Site Lease Agreement is (acknowledged and agreed)</p>	<p>SIGNATURES OF COSIGNER(S): (Jointly and Severally)</p> <p>1. _____ Signature</p> <p>_____ Print Name:</p> <p>2. _____ Signature</p> <p>_____ Print Name:</p> <p>Site Lease Agreement is (acknowledged and agreed)</p>
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