

Written Lease

All mobile home park rentals must have a written lease agreement stating the terms, conditions, rules and regulations that will apply during the rental term. (C.R.S. § 38-12-202(1)(a)). Do not sign a rental agreement unless you have read and understand each provision of the lease. Ask questions and clarify language in the lease if necessary before you sign. The landlord (the owner or the manager of the mobile home park) and the mobile home owner(s) should all sign the lease agreement and a fully signed copy should be provided to the mobile home owner. Remember: signing the rental agreement means that you have agreed to, and agree to be legally bound by, the terms of the lease.

This *Handbook* discusses some of the issues that should be considered before signing a rental agreement. If the parties negotiate and agree on rental terms not covered by this *Handbook*, **always memorialize the agreement in writing**. An oral contract is a contract, and is enforceable; however, the difficulty with oral contracts is always proof. At the point that the parties to an oral contract are in disagreement over the terms of that contract, it becomes difficult for a judge to sort out and usually will not be enforced without substantial evidence.

NOTE: The rules and regulations in the original lease can be amended. See this *Handbook*, page 5, “Improvements and Upgrades and “Grandfathering”.

Minimum Required Disclosure: Mobile home park rules and regulations must be fully disclosed – in writing, in a rental agreement – to any prospective resident of the park. The disclosures must be made prior to the rental or occupancy of a mobile home space or lot. See C.R.S. §38-121-213.

Disclosures must include:

1. Term of tenancy, whether for a specific length of time, i.e., one year or more or as a month-to-month. An initial term can be for less than one year only if there is a specific date each year on which all leases are renewed and the homeowner moves in after that date. A homeowner may request a fixed term before signing a lease.
2. Amount of monthly rent
3. Day of the month that the rent payment is due
4. Number of days after the rent due date that a payment will be considered to be late
5. Current park rules and regulations
6. Name and mailing address to which a manager’s decision can be appealed.
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7. All other charges (on top of rent) for which the homeowner will be responsible

All terms and conditions are subject to Colorado law. Any particular term or condition that violates current Colorado law will be unenforceable; an unenforceable term, however, does not invalidate the entire rental agreement.