

950

941044-WS

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION

1994 NOV 23 AM 11:45

FORM 5  
PAGE 1 OF 2

MAIL ROOM

APPLICATION FOR LANDLORD-TENANT EXEMPTION  
SECTION 367.022(5), FLORIDA STATUTES  
RULE 25-30.060(3)(e), FLORIDA ADMINISTRATIVE CODE

ORIGINAL  
FILE COPY

NAME OF SYSTEM: GASPARILLA MOBILE ESTATES

PHYSICAL ADDRESS OF SYSTEM: Approximately one-half mile northeast  
of Placida, Florida on Highway 771.

MAILING ADDRESS (IF DIFFERENT): P O Box 56, 2001 Gasparilla Road,  
Placida Fl 33946

COUNTY: Charlotte

PRIMARY CONTACT PERSON:

NAME: Harold Whitcomb, President

ADDRESS: 8413 9th Ave NW  
Bradenton, Fl 34209

PHONE #: 813-792-7186

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION,  
PARTNERSHIP, SOLE PROPRIETOR, ETC.) Corporation

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG Edmond
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS Coker
- OTH \_\_\_\_\_

I believe this system to be exempt from regulation of the  
Florida Public Service Commission pursuant to Section 367.022(5),  
Florida Statutes, for the following reasons:

1. The landlord will provide utility service solely to its tenants.
2. Charges for service are non-specifically contained in rental charges.
3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE):  
Water service only \_\_\_\_\_  
Wastewater service only \_\_\_\_\_  
Both x

DOCUMENT NUMBER-DATE

11922 NOV 23 8

FPSC-RECORDS/REPORTING

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service area is located at: Placida, Florida

5. A copy of the landlord's most recent version of a standard lease or rental agreement is attached to this application.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

Gasparilla Mobile Estates, Inc.  
(Applicant please type or print)

Nov. 18, 1994  
(Date)

*Harold Whitcomb*  
(Signature)

President  
(Title)

When you finish filling out the application, the original and two copies of application and lease or rental agreement should be mailed to: Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850.

**EXHIBIT D - RENTAL AGREEMENT**

THIS RENTAL AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between GASPARILLA MOBILE ESTATES, INC., hereinafter referred to as LANDLORD, and \_\_\_\_\_, hereinafter referred to as TENANT;

**WITNESSETH:** That in consideration of the lot rental amount, covenants and agreements to be kept and performed by Tenant hereunder, Landlord demises to Tenant, and Tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as rental agreements offered to other tenants in the Park, excepting only lot rental variations based upon lot location and size.
2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida statutes, governs this Rental Agreement.
3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as lot \_\_\_\_\_, Block \_\_\_\_\_ to be occupied solely as a private dwelling only by Tenant(s) who are a party to this lease. In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park or applicable laws.
4. The term of this Rental Agreement shall be for a period of \_\_\_ months, commencing on the \_\_\_ day of \_\_\_\_\_, 19\_\_, and terminating the 31st day of December, 19\_\_.
5. Tenant's Financial Obligations:

RENT: \$\_\_\_\_\_ per month, payable in advance on the \_\_\_ day of each month, commencing on the \_\_\_ day of each month. All rental payments are payable to GASPARILLA MOBILE ESTATE, INC.

**SPECIAL USE FEES:** In addition to the rental amount, the Tenant agrees to pay the following fees or charges:

1. Entrance Fee \$\_\_\_\_\_
2. Vehicle Storage Fee \$\_\_\_\_\_

3. **Additional Resident Fee** \$\_\_\_\_\_ per day for each individual in excess of the number of individuals permitted to reside in the mobile home pursuant to the Rental Agreement, who resides in the mobile home in excess of 15 consecutive days or 30 total days per year.
4. **Late Payment Fee:** \$\_\_\_\_\_ if payment is not received during the first five business days of the month and an additional \$\_\_\_\_\_ per day thereafter that payment is late.
5. **Return Check Fee:** \$\_\_\_\_\_.
6. **Special Service Fee:** \$\_\_\_\_\_ per hour, but not less than \$\_\_\_\_\_ per service call, for any repair or service performed by the Park but is the responsibility of the tenant.
7. **Common Facility Fees:** \$\_\_\_\_\_ per special use (such as a private party) of any common facility.
8. **Home/Lot Maintenance:** \$\_\_\_\_\_ It shall be the responsibility of the tenant to keep the home exterior and lot clean and presentable. The landlord reserves the right to perform such services where the tenant fails to do so and charge a fee therefore as set forth at Paragraph 6 above.
9. **Excess Water Consumption Charge:** \$\_\_\_\_\_ for each 1,000 gallons used over 5,000 gallons per month.

10. The costs of all other services required by the resident are the sole responsibility of the resident.

**GOVERNMENT AND UTILITY CHARGES:**

1. Annual Garbage Tax \$ \_\_\_\_\_
2. Annual Fire Tax \$ \_\_\_\_\_
3. Storm Drainage Tax \$ \_\_\_\_\_

Tenant will be responsible for payment of all costs or charges charged or billed to the Park owner by any state or local government or public utility company. Charges shall include, but not be limited to, property taxes, capital expenditures for utility system transfer, licenses and permits, impact fees, etc. Certain of these charges may be assessed more often than annually. The costs incurred by the Park owner will be assessed to the Tenant on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident, by the total number of occupied mobile home spaces in the Park. The amount of an increase in governmental and utility charges shall be limited to the increased costs or charges to the Park owner and maintenance and administrative costs as permitted by Section 723, Florida Statutes. As to governmental and utility charges, the Park owner cannot, with any degree of accuracy, disclose the potential financial obligation for which the tenant may be responsible.

6. The Landlord may raise the amount of rent and special use fees and other charges annually effective the 1st day of January, 19\_\_\_. The Landlord will furnish at least ninety (90) days advanced notice to a tenant of any increase in rent or other fees and charges. Governmental and utility charges may be increased more often than annually. Increases in rent and other fees and charges will be determined in the manner disclosed in the Prospectus. The increased rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the Tenant shall advise the Landlord in writing, thirty (30) days prior to the expiration of the current term, his intention to vacate the premises and not enter into a new term.
7. The services included in the lot rental amount are sewage, waste disposal, water, storm drainage, and operation and maintenance of the recreation hall. Although the park collects the money for fire protection as a part of lot rental amount, the park is acting merely in the capacity of a collection agent for the Polk County Tax Collector. The park, itself is not responsible for providing fire protection. All other services are on a fee-paid basis, and are the residents' sole responsibility.

8. The Tenant agrees to abide by all rules and regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the Park and for the health, safety and welfare of the residents of the Park. The parties hereto agree that the Rules and Regulations will not be changed without written notification to the Tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.
9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.
10. Landlord may evict Tenant for:
  - a. non-payment of lot rental amount;
  - b. conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of the other residents of the Park;
  - c. violation of a Park rule or regulation, this Rental Agreement or Chapter 723, F.S., as prescribed by Section 723.061, Florida Statutes;
  - d. a change in the use of land comprising the mobile home park or portion thereof;
  - e. failure of the purchaser of the mobile home situated in the Park to be qualified as and obtain approval to become a Tenant, such approval being required by the Rules and Regulations attached hereto.
11. The parties agree that if the Landlord determines that the Tenant is to be evicted for violating the Rules or Regulations of the Park, Landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.

12. If the Tenant shall fail to pay the lot rental amount specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the Landlord may bring an action for possession in the applicable county court of law, and Tenant agrees to pay all costs, expense and reasonable attorney's fees which shall be incurred or expended by the Landlord.
13. The name and address of the Landlord or a person authorized by the Landlord to receive notices is Gasparilla Mobile Estates, Inc., P.O. Box 56, 2001 Gasparilla Road, Placida, Florida 33946. Any notice by Landlord to Tenant shall be mailed or delivered to Tenant at Tenant's address in the Park.
14. The rights of the Landlord contained herein are cumulative, and failure of the landlord to exercise any right shall not operate to forfeit any other rights of the landlord.  
  
No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.
15. This Rental Agreement shall be binding upon, and inure to the benefit of Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns provided that the Park Rules and Regulations have been complied with.
16. This Mobile Home Park is zoned MHP. The zoning authority is Charlotte County, Florida. There are no definite future plans for changing the use of the land comprising the Mobile Home Park or a portion thereof.
17. A purchaser of tenant's mobile home must qualify with the requirement for entry into the Park under the Park Rules and Regulations, and must be approved in writing by Landlord.
18. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rule and Regulations and the payment of rent and charges as set forth herein.

- 19. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.
- 21. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the Parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

Each of the Regulations of the Park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement, he or she has had a reasonable opportunity to read and review this Rental Agreement, including the Park Rules and regulations, and by signing this Rental Agreement he or she binds himself or herself to fully abide by this Rental Agreement and said regulations.

**FOR THIS RENTAL AGREEMENT OR ANY DOCUMENT REQUIRED THEREIN TO BE BINDING ON THE LANDLORD, IT MUST BE SIGNED BY THE PRESIDENT OR VICE PRESIDENT.**

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**LANDLORD**

\_\_\_\_\_

By: \_\_\_\_\_  
CORPORATE OFFICER (President or Vice President)

\_\_\_\_\_  
Witnesses as to Landlord

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
Witnesses as to Tenant