

RESIDENTIAL TRAILER OCCUPANCY LEASE AGREEMENT
Unpermitted Trailer / Below-Market Long-Term Occupancy

This Residential Trailer Occupancy Lease Agreement ("Agreement") is entered into as of [REDACTED], 2026 ("Effective Date"), by and between The Lyn Lamison Living Trust ("Landlord"), as current owner of the real property described below, and Lee Mancini ("Tenant").

Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Property

The real property subject to this Agreement is commonly known as:

The Trailer Area located in the front (southwesterly corner from driveway to southern property line and from westerly edge of carport (excluding carport) to Pomeroy Ave) that currently contains the Trailer.

1414 Pomeroy Avenue
Arroyo Grande, CA 93420
County of San Luis Obispo, California

together with the limited occupancy rights described in this Agreement ("Property").

2. Tenant and Occupancy

The Tenant under this Agreement is Lee Mancini.

Tenant's occupancy is limited to the Trailer described below and the reasonable use of access areas, utility connections, parking areas, and appurtenant portions of the Property necessary for Tenant's residential occupancy, as permitted by Landlord.

No other person may reside in the Trailer without Landlord's prior written consent, except temporary guests consistent with normal residential use and applicable law.

3. Trailer Description

Tenant's occupancy relates to the following trailer located on the Property:

Make: Grand Design
Model: Imagine 2950 RL
Year: 2018

The trailer is referred to in this Agreement as the "Trailer."

4. Separate ADU / Cabin Occupancy

The Parties acknowledge that Lee Mancini has no leasehold right to occupy the ADU/cabin under this Agreement unless Landlord and Tenant later enter into a separate written agreement.

This Agreement applies only to Tenant's occupancy of the Trailer and related access and utility rights expressly described herein.

5. Disclosure Regarding Unpermitted Trailer

Tenant acknowledges that Landlord has disclosed that the Trailer is unpermitted as a residential dwelling or residential rental unit.

Tenant further acknowledges that Landlord is not representing or warranting that the Trailer has been approved by any city, county, state, building, zoning, health, fire, planning, environmental health, or other governmental agency for residential occupancy.

Tenant understands that the unpermitted status of the Trailer creates risk, including but not limited to the possibility that a governmental agency, future purchaser, neighbor, or other person may challenge or report the Trailer's occupancy, or that a governmental agency may require removal, relocation, modification, cessation of occupancy, or other corrective action.

Nothing in this Agreement is intended to waive any non-waivable rights Tenant may have under California law, including any rights relating to habitability, safety, quiet enjoyment, relocation, retaliation, unlawful detainer, rent control, just-cause eviction, or local tenant-protection ordinances.

6. Term; Conditional Nature of Occupancy

The initial term of this Agreement shall be ten (10) years, beginning [REDACTED], 2026, and ending [REDACTED], 2036, unless earlier terminated as provided by this Agreement or applicable law.

Landlord's intention is to permit Tenant to continue residing in the Trailer throughout the stated term as an accommodation to Tenant and in recognition of arrangements previously made for Tenant's benefit by Landlord's predecessor. Tenant's right of occupancy is expressly conditioned at all times upon continued lawful occupancy of the Trailer and Property and upon the absence of any governmental, judicial, regulatory, health, safety, zoning, building, fire, environmental, or other legal prohibition against such occupancy.

Nothing in this Agreement constitutes a covenant, warranty, or guarantee by Landlord that Tenant will be legally entitled to occupy the Trailer for the entire stated term.

7. Rent

Tenant shall pay rent in the amount of One Hundred Dollars (\$100.00) per month.

Rent shall be due on the first day of each month.

Until sale of the Property, rent shall be paid to:

The Lyn Lamison Living Trust

And remitted to [REDACTED].

Rent shall be deposited into the trust bank account designated by Landlord.

After sale of the Property, Tenant shall pay rent to the buyer or successor owner of the Property, or as otherwise directed in writing by the then-current owner or authorized property manager.

8. Security Deposit

Tenant shall pay a refundable security deposit in the amount of One Hundred Dollars (\$100.00).

The security deposit may be used only as permitted by California Civil Code section 1950.5 and other applicable law, including for unpaid rent, repair of damages beyond ordinary wear and tear, cleaning necessary to return the premises to the same level of cleanliness as existed at the commencement of the tenancy, and other lawful purposes.

The security deposit shall be returned, or an itemized statement of lawful deductions shall be provided, within the time required by California law after Tenant vacates.

9. Utilities and Services

Landlord shall pay for the following utilities and services associated with Tenant's residential occupancy of the Trailer:

1. Electricity;
2. Water; and
3. Trash service.

Tenant shall pay for the following utilities, services, and occupancy-related expenses:

1. Cable television, if any;
2. Internet, if any;
3. Septic pumping attributable to Tenant's use or as otherwise reasonably required for the Trailer; and
4. Propane / natural gas service.

The Parties acknowledge that the propane tank serving the Trailer is owned, not leased.

Tenant shall not overload electrical, plumbing, propane, septic, or other systems and shall use all utilities and systems in a safe, reasonable, and lawful manner.

10. Use

Tenant shall use the Trailer only as a private residential dwelling for Tenant.

Tenant shall not use the Trailer or Property for any unlawful purpose, commercial enterprise, nuisance activity, hazardous activity, or activity that unreasonably interferes with Landlord, other occupants, neighbors, or future owners.

Tenant shall not store hazardous materials, flammable materials beyond normal household quantities, illegal substances, or dangerous items on the Property.

11. Condition of Trailer; As-Is Occupancy Subject to Habitability Law

Tenant accepts the Trailer in its present condition, subject to Landlord's obligations under applicable California law.

Tenant acknowledges that Tenant has had the opportunity to inspect the Trailer and surrounding area before signing this Agreement.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive Landlord's non-waivable obligations under California law, including applicable habitability, health, safety, and repair obligations.

12. Maintenance and Repairs

Tenant shall keep the Trailer and the area immediately surrounding the Trailer clean, sanitary, and free of trash, debris, waste, and personal property accumulation.

Tenant shall promptly notify Landlord in writing of any condition requiring repair, including but not limited to issues involving water, electricity, propane, septic, leaks, structural issues, heating, cooling, pests, mold, smoke detectors, carbon monoxide detectors, or other health or safety concerns.

Tenant shall not make alterations, additions, repairs, utility modifications, structural changes, electrical changes, plumbing changes, propane changes, septic changes, or improvements without Landlord's prior written consent.

Tenant shall be responsible for damage caused by Tenant, Tenant's guests, invitees, family members, pets, or agents, ordinary wear and tear excepted.

13. Septic System

Tenant shall use the septic system carefully and reasonably.

Tenant shall not flush or dispose of grease, wipes, feminine hygiene products, paper towels, chemicals, solvents, food waste, excessive toilet paper, or other materials that may damage, obstruct, or impair the septic system.

Tenant shall pay for septic pumping attributable to Tenant's use of the Trailer, as provided in Section 9.

If septic pumping is required because of shared use, system age, ordinary maintenance, or causes not attributable solely to Tenant, the Parties shall cooperate in good faith to determine responsibility, subject to applicable law.

14. Propane

Tenant shall be responsible for arranging and paying for propane service for the Trailer.

Tenant shall not tamper with, relocate, modify, damage, or misuse the propane tank, lines, appliances, regulators, valves, or related equipment.

Tenant shall immediately notify Landlord of any suspected propane leak, odor, equipment defect, safety concern, or service interruption.

15. Entry by Landlord

Landlord may enter the Trailer or the area surrounding the Trailer only as permitted by California law, including for inspections, repairs, emergencies, showing the Property to prospective purchasers, lenders, inspectors, appraisers, contractors, insurers, or governmental representatives, or for other lawful purposes.

Except in emergencies or where otherwise permitted by law, Landlord shall provide reasonable written notice before entry.

16. Sale of Property; Binding Effect on Successors

Landlord intends to sell the Property during the term of this Agreement.

Landlord shall disclose this Agreement to any prospective purchaser before closing.

Landlord shall use reasonable efforts to require any buyer of the Property to take title subject to this Agreement and to assume Landlord's obligations under this Agreement for the remainder of the stated term, subject to all limitations, conditions, governmental-action provisions, and termination rights contained in this Agreement, including Sections 5, 6, and 17.

Upon sale of the Property, the buyer or successor owner shall become Landlord under this Agreement to the extent required by law and the purchase documents. Tenant shall thereafter pay rent to the buyer or successor owner upon written notice of the transfer.

Tenant acknowledges that no purchaser shall be required by this Agreement to legalize the Trailer, obtain permits for the Trailer, relocate the Trailer, construct replacement housing, or incur expenditures to preserve Tenant's occupancy except to the extent required by non-waivable applicable law.

Tenant agrees to sign a reasonable tenant estoppel certificate confirming the existence of this Agreement, the rent amount, the security deposit, the term, and any known defaults, provided the estoppel certificate is accurate and does not waive Tenant's rights.

17. Governmental Action; Unpermitted Occupancy; Termination; Allocation of Risk

17.1 Acknowledgment of Existing Condition and Accommodation. Tenant acknowledges that the Trailer is presently unpermitted for residential occupancy and that this Agreement is being entered into primarily as an accommodation to Tenant and to honor the prior arrangement made for Tenant's benefit by Landlord's predecessor. The rent of One Hundred Dollars (\$100.00) per month is substantially below market rent and does not constitute consideration for any guarantee that Tenant will be permitted to remain on the Property regardless of governmental requirements.

17.2 No Representation or Warranty of Continued Legal Occupancy. Landlord makes no representation, warranty, covenant, or guarantee, express or implied, that the Trailer presently complies with all applicable building, zoning, housing, fire, health, planning, environmental, septic, land-use, permitting, or other governmental requirements, or that any governmental agency will permit Tenant's continued occupancy during the entire term of this Agreement. Tenant expressly assumes the risk that continued residential occupancy may be restricted, prohibited, conditioned, or terminated by governmental action or changes in applicable law.

17.3 Governmental Action. If any governmental agency, court, building official, planning authority, code enforcement agency, fire authority, health department, environmental health agency, or other governmental body issues or communicates an order, notice, citation, determination, directive, correction notice, notice of violation, order to vacate, requirement for removal, or other governmental requirement that:

- (a) prohibits residential occupancy of the Trailer;
- (b) requires Tenant to vacate the Trailer or Property;
- (c) requires removal or relocation of the Trailer;
- (d) requires repairs, alterations, improvements, utility changes, septic changes, permitting, legalization, or other corrective work that Landlord elects not to undertake, to the extent Landlord is legally permitted to decline such work; or
- (e) otherwise makes Tenant's continued occupancy unlawful or legally impermissible,

Landlord may terminate this Agreement by providing Tenant with the notice required by applicable law.

17.4 No Breach of Ten-Year Term. Termination pursuant to this Section shall not constitute a breach by Landlord of the ten-year term of this Agreement, breach of the covenant of quiet enjoyment, wrongful termination, failure of consideration, or breach of any alleged promise that Tenant would be permitted to reside upon the Property for ten years or for the remainder of Tenant's lifetime. Tenant acknowledges that the ten-year term establishes the maximum contemplated contractual term and does not constitute an unconditional guarantee of occupancy.

17.5 No Contractual Duty to Legalize or Improve Trailer. To the fullest extent permitted by law, Landlord shall have no contractual obligation to obtain permits for the Trailer, legalize the Trailer as a dwelling unit, construct a replacement dwelling, relocate the Trailer upon the Property, replace the Trailer, construct an accessory dwelling unit, modify the Property to permit continued occupancy, or incur substantial expense in an effort to maintain Tenant's continued occupancy. Nothing in this paragraph limits any obligation expressly imposed upon Landlord by law that may not legally be waived.

17.6 Allocation of Relocation Risk. To the fullest extent permitted by California law, Tenant agrees that Landlord shall have no contractual obligation arising from governmental termination of the tenancy to pay or provide:

- (a) substitute or replacement housing;
- (b) temporary housing or hotel accommodations;
- (c) moving expenses;
- (d) packing or unpacking expenses;
- (e) storage expenses;
- (f) transportation expenses;
- (g) utility connection or disconnection expenses;
- (h) the cost of relocating the Trailer;
- (i) increased rent at another location;
- (j) reimbursement for Tenant's improvements or personal property;
- (k) consequential, incidental, special, or expectancy damages; or
- (l) any other relocation, displacement, or termination payment.

17.7 Statutory Rights Not Waived; Limitation to Mandatory Amounts. Nothing in this Agreement is intended to waive any right or benefit that applicable law expressly provides may not be waived. If Landlord is legally required notwithstanding this Agreement to provide relocation assistance, moving expenses, rental differential payments, temporary housing, compensation, or any other benefit because of a governmental order or termination of occupancy, Landlord's obligation shall be limited to the minimum amount or benefit required by applicable law. Any rent waiver, relocation payment, moving payment, governmental benefit, insurance payment, third-party payment, or other compensation received by or credited to Tenant shall be credited against any other relocation or displacement obligation of Landlord to the fullest extent permitted by law.

17.8 Tenant-Caused Conditions. If a governmental agency or court determines that Tenant caused, substantially contributed to, or is legally responsible for the condition resulting in the governmental action or order to vacate, Tenant shall have no contractual right to relocation assistance or compensation from Landlord, and any statutory entitlement shall be determined solely under applicable law.

17.9 Compliance With Governmental Orders. Neither Landlord nor Tenant shall be required to violate law, disregard a governmental order, continue an unlawful occupancy, or maintain an unsafe condition in order to preserve this tenancy.

17.10 Survival. The provisions of this Section allocating financial responsibility and limiting contractual damages shall survive termination of this Agreement to the maximum extent permitted by law.

18. Quiet Enjoyment

So long as Tenant is not in default and subject to the terms of this Agreement and applicable law, Tenant shall be entitled to quiet enjoyment of the Trailer and Tenant's lawful occupancy rights.

Landlord shall not interfere with Tenant's lawful possession except as permitted by this Agreement or applicable law.

19. Assignment and Subletting

Tenant shall not assign this Agreement, sublease the Trailer, rent any portion of the Trailer, allow another person to take over occupancy, or transfer any rights under this Agreement without Landlord's prior written consent.

Any unauthorized assignment, sublease, or transfer shall be a material breach of this Agreement.

20. Pets

Tenant shall not keep pets, animals, livestock, or other animals in or around the Trailer without Landlord's prior written consent, except as required by applicable disability accommodation law.

21. Smoking and Fire Safety

Tenant shall not smoke inside the Trailer if prohibited by Landlord's rules, insurance requirements, fire-safety requirements, or applicable law.

Tenant shall not create fire hazards, burn open flames outside approved areas, overload electrical circuits, or store combustible materials in an unsafe manner.

Tenant shall maintain smoke detectors and carbon monoxide detectors in working order to the extent required of Tenant by law and shall promptly notify Landlord of any malfunction.

22. Insurance

Tenant is encouraged to maintain renter's insurance covering Tenant's personal property, liability, and loss-of-use expenses.

Landlord's insurance does not cover Tenant's personal property.

23. Default

Tenant shall be in default if Tenant:

1. Fails to pay rent when due;
2. Fails to comply with material terms of this Agreement;
3. Damages the Trailer or Property beyond ordinary wear and tear;
4. Creates or permits a nuisance;
5. Uses the Trailer or Property for unlawful purposes;
6. Transfers possession without consent; or
7. Violates applicable law in connection with Tenant's occupancy.

Landlord's remedies shall be limited to those permitted by California law.

24. Notices

All notices under this Agreement shall be in writing and may be delivered personally, by mail, by email if the Parties agree in writing to email notice, or by any other method permitted by law.

Notices to Landlord shall be sent to:

The Lyn Lamison Living Trust

Address:

Email:

Notices to Tenant shall be sent to:

Lee Mancini

Address: Trailer located at the Property

Email: _____

After sale of the Property, notices to Landlord shall be sent to the successor owner at the address provided in writing to Tenant.

25. Required California Disclosures and Addenda

Landlord shall provide Tenant with all disclosures, notices, pamphlets, and addenda required by California law and applicable local ordinance, including any applicable disclosures regarding:

1. Megan's Law database notice;
2. Bed bug information;

26. Broker Disclosure

Tenant acknowledges that any real estate broker involved in this transaction is not providing legal advice unless separately licensed and retained as an attorney.

The Parties are encouraged to seek independent legal advice before signing this Agreement, particularly because the Trailer is unpermitted and the Property is expected to be sold.

27. Entire Agreement

This Agreement contains the entire agreement between the Parties concerning Tenant's occupancy of the Trailer and supersedes all prior oral or written agreements concerning the same subject matter.

No amendment shall be effective unless in writing and signed by both Parties, except as otherwise permitted or required by law.

28. Severability

If any provision of this Agreement is held invalid, unlawful, or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

29. Governing Law

This Agreement shall be governed by California law and any applicable local ordinances.

30. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts and by electronic signature. A signed copy transmitted electronically shall be treated as an original.

SIGNATURES

LANDLORD:

The Lyn Lamison Living Trust

By: _____

Name: _____

Title / Capacity: Trustee

Date: _____

TENANT:

Lee Mancini

Signature: _____

Date: _____

ACKNOWLEDGMENT OF UNPERMITTED TRAILER DISCLOSURE

Tenant acknowledges that Tenant has read and understands Sections 5, 6, 16, and 17 of this Agreement regarding the Trailer's unpermitted status, the conditional nature of the ten-year term, sale of the Property, governmental action, and allocation of relocation risk. Tenant understands that these matters may create legal, practical, governmental, financial, and occupancy risks.

Tenant further acknowledges that no broker, owner, trustee, purchaser, or representative has guaranteed that Tenant may legally occupy the Trailer for the full ten-year term if a governmental agency, court, future owner, or applicable law requires otherwise.

TENANT UNDERSTANDS THAT SHE MAY BE REQUIRED TO VACATE BEFORE THE END OF THE TEN-YEAR TERM IF A GOVERNMENTAL AGENCY DETERMINES THAT CONTINUED OCCUPANCY OF THE TRAILER IS NOT PERMITTED. LANDLORD HAS NOT PROMISED TO LEGALIZE THE TRAILER OR PROVIDE REPLACEMENT HOUSING IF THAT OCCURS, EXCEPT TO THE EXTENT NON-WAIVABLE APPLICABLE LAW EXPRESSLY REQUIRES OTHERWISE.

Tenant Initials: _____

Tenant acknowledges that the rent of \$100.00 per month is substantially below market rent and that the tenancy is being provided as an accommodation. Tenant understands that the ten-year term is the maximum contemplated contractual term and is not an unconditional guarantee of occupancy for ten years or for Tenant's lifetime.

Tenant Signature: _____

Date: _____

Landlord / Trustee Signature: _____

Date: _____