



MHI COMMUNITY OF DISTINCTION PROGRAM AGREEMENT

A signature is required on the last page of this agreement. Return the signed agreement with the MHI Community of Distinction Application to:

Manufactured Housing Educational Institute
2111 Wilson Blvd., Suite 100
Arlington, VA 22201-3040

The Manufactured Housing Institute (MHI) and _____
Name of Community Applying for Designation

(community) hereby enter this “MHI Community of Distinction” designation program agreement.

MHI has established the “MHI Community of Distinction” program to promote quality manufactured home communities and management services. The “MHI Community of Distinction” program provides a designation for manufactured home communities that voluntarily participate in the program and are found by measurable criteria to maintain high standards of excellence in three primary areas: physical property maintenance, resident satisfaction and manager education.

MHI shall issue a formal certificate, containing the “MHI Community of Distinction” designation, to communities that meet the criteria of the three elements of the program and participate in the program under the terms and conditions set forth below:

1. Program Administrator

MHI is sponsoring the “MHI Community of Distinction” program. MHI will designate independent entities to conduct the property inspection and resident satisfaction surveys required by the program.

2. Designation Duties

Community voluntarily agrees to accept the program’s designation standards and to submit the necessary information and fees for participation in the program in accordance with the written procedures of the “MHI Community of Distinction” program. Failure to submit the necessary information and fees, and failure to abide by the program standards shall be just cause for revoking this agreement.

3. Designation Determination

Community shall receive the “MHI Community of Distinction” certificate, after a determination that the community passed the three components of the evaluation as set forth in the program procedures.

Community may publicly display said certificate only during such period as community is in compliance with program standards and procedures and is a registered participant in the program. Community shall not display the certificate if MHI has withdrawn or withheld the designation. Subject to the right of due process appeal specified hereinafter, Community shall abide by the decision of MHI as to the compliance or noncompliance of community with applicable program standards. Community shall not permit the display or use of the certificate other than as permitted by MHI and the terms of the agreement and the procedures. Use of the certificate in contravention of this agreement will be just cause for MHI to revoke this agreement and to issue a public announcement to this effect in accordance with the provisions of the procedures.

4. Procedures of the “MHI Community of Distinction” Program

Both MHI and community shall follow and be controlled by the program procedures regarding the evaluation of the community, re-designation, renewal, change in ownership, due process appeals, and all other matters referred to in this agreement, as set forth in the program procedures developed and periodically reviewed and updated by MHI.

5. Community’s Good Faith Compliance

Community shall use all practical means to continuously assure that it fully complies with the applicable procedures at all times.

6. Re-designation and Renewal

Community is subject to re-designation, meaning that the community must pay for and pass another property inspection and resident satisfaction survey, when an ad hoc committee established by MHI determines that the community was not in compliance with the “MHI Community of Distinction” program criteria. If the community does not submit to another inspection/survey, or if the community fails to attain the required scores on both, the “MHI Community of Distinction” designation will be revoked.

To maintain the designation, the community must renew the “MHI Community of Distinction” designation every three years. The process for renewal is the same as the process for the initial application.

7. Appeal

Community may appeal in writing to the “MHI Community of Distinction” Appeals Panel for review of the initial rejection of the application, the ad hoc committee’s determination that the community must submit to re-designation, the revocation of the designation, the denial of renewal, or for any other complaint pertaining to MHI’s final action.

8. Charges of Community’s Noncompliance

Community agrees that if the ad hoc committee is investigating a claim of noncompliance against the community, community will promptly comply with all requests for necessary information.

9. When reference is made to the program designation by community at any time, only the term “MHI Community of Distinction,” the official “MHI Community of Distinction” logo, or an official certificate issued by MHI shall be referred to or used, and such certificate, if referred to or used, shall be printed in full, without alteration of any kind. MHI shall have the right to notify community of any material used or issued by community that MHI considers to be misleading to the public in regard to any reference to MHI or to MHI’s designation, and community agrees on receipt of notice from MHI to terminate use of such materials, and take such other steps as MHI may deem appropriate in the public interest.

10. Indemnification and Hold Harmless

Community agrees to indemnify and hold harmless MHI, its officers and directors, employees, and agents, from and against any and all liability, loss damage, costs, or expenses, including reasonable attorney fees, which they may incur, suffer, or be required to pay by reason of, or in consequence of community’s actions, or breach of this agreement, or any acts or omissions of MHI in respect to the right granted hereunder to obtain and to represent designation status or to display formal certificates, or that may be sustained or incurred in making any investigation on account of any claim, loss, cost, damage, or expense, or in defending or prosecuting any action, suit, or other proceeding that may be brought in connection therewith, or in enforcing any of the obligations herein contained, or in obtaining a release from liability in connection therewith.

11. Duration and Termination of Agreement

Community agrees that MHI may, on ten days written notice to the community, terminate this agreement for any of the causes set forth in this agreement and in accordance with the due process procedures of the “MHI Community of Distinction” program. Otherwise, this agreement shall be effective on the date of

execution and shall be renewed automatically with the renewal of the certificate every three years.

12. Governing Law, Entire Agreement and Amendments

The interpretation of the agreement and the parties' performance thereunder shall be governed by the laws of the Commonwealth of Virginia. This agreement, together with the procedures of the "MHI Community of Distinction" program, which are incorporated herein, constitutes the entire agreement between the parties and all of the terms agreed upon by the parties with respect to the subject matter of this agreement, and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

13. Waiver by either party of any term or condition of this agreement or any breach thereof shall not constitute a waiver of any other term or condition or other breach.

14. Assignment

Community may not assign, transfer or otherwise dispose of this agreement to any other person or company. In the event that the community is sold or the controlling interest is transferred, the "MHI Community of Distinction" designation becomes void.

The parties listed below have caused this agreement to be executed and delivered.

Community Name: _____

Address: _____

Signature (Owner or Agent): _____

Print Name: _____

Date: _____

MHI Representative: _____

Date: _____