- (b) Upon the expiration of the initial term, the resident shall be on a month-to-month term, unless a longer term is agreed to by the parties, subject to the modified provisions relating to the amount and payment of rent.
- (c) (1) In this subsection, "qualified resident" means a year-round resident who:
- (i) Has made rental payments on the due date or within any grace period commonly permitted in the park during the preceding year;
- (ii) Within the preceding 6-month period has not committed a repeated violation of any rule or provision of the rental agreement and, at the time the term expires, no substantial violation exists; and
 - (iii) Owns a mobile home that meets the standards of the park.
- (2) (I) [Upon] BEFORE the expiration of [each] A 1-year term, or upon request of the resident at any time during a month-to-month term, a park owner shall offer to a qualified resident a rental agreement for a 1- year period.
- (II) AN OFFER OF A RENTAL AGREEMENT FOR A 1–YEAR TERM TO A QUALIFIED RESIDENT SHALL:
- 1. BE DELIVERED TO THE RESIDENT NO LATER THAN 30 DAYS BEFORE THE EXPIRATION OF THE EXISTING TERM;
- 2. EXPLAIN, IN CLEAR LANGUAGE, A QUALIFIED RESIDENT'S RIGHT TO THE 1-YEAR TERM; AND
- 3. CONTAIN A STATEMENT THAT, IF THE RESIDENT CHOOSES NOT TO ENTER INTO A 1-YEAR AGREEMENT, THE LEASE WILL CONTINUE ON A MONTH-TO-MONTH TERM THAT CAN BE DISCONTINUED BY EITHER PARTY, UPON 30 DAYS' NOTICE.
- (3) If the use of land is changed, all residents shall be entitled to a [6-month] 1-YEAR prior written notice of termination notwithstanding the provisions of a longer term in a rental agreement.
- (4) If a resident's rental agreement is not renewed on the basis that the resident is not a qualified resident, the park owner shall, within 5 days, provide the resident with a written statement of the specific reason for nonrenewal of the rental agreement.
- (5) A resident who has been offered a 1-year rental agreement under this section, and who has selected a month-to-month term and has not requested a 1-year rental agreement under this section, is not entitled to a 1-year rental agreement after a notice to terminate is delivered by certified mail to the resident by the park owner.
- (d) If any rental agreement contains a provision calling for an automatic renewal of the lease term unless prior notice is given by the party or parties seeking to terminate the rental agreement, that provision shall be distinctly set apart from any other provision