



MHCO Form 05D: Manufactured Dwelling Space Sub-Lease Agreement

Revised 10-15-2012 | This form is exclusively licensed to:

This Sublease Agreement ("Sublease") is entered into on this _____ day of _____, _____.
by and between _____ "LANDLORD"
and _____ "TENANT"
and _____ ("RENTER")

The following additional individuals will occupy the following described Premises:

_____.

A signed copy of this Sublease will be furnished to RENTER and the original will be kept at the office of the LANDLORD. This Sublease and TENANT's underlying Lease/Rental Agreement shall constitute the entire understanding between all parties and supersede all other agreements and understandings. **THIS IS A LEGALLY BINDING DOCUMENT. READ CAREFULLY. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.**

1. PREMISES SUBLEASED

LANDLORD and TENANT hereby sublease to RENTER Space No. _____, located in this facility known as _____ (hereinafter "the Community"), _____.

2. TERM of SUBLEASE

This Sublease is for a (*select only one*)

- ☐ month-to-month;
- ☐ a fixed term tenancy beginning on the _____ day of _____, _____, and ending on _____ and ending on the _____ day of _____, _____.
- ☐ A fixed term tenancy ends on the ending date. No advance written notice needs to be sent to RENTER.

3. RENT

RENTER agrees to pay base rent (Rent") to LANDLORD as follows (*select only one*):

- ☐ Month-to-month Rent payments in the amount of \$_____ per month payable in advance on the _____ day of each month (1st of month if not filled in) commencing with the month of _____ day of _____, _____. TENANT may increase the Rent upon the giving of not less than 30-days' advance written notice to RENTER.
- ☐ Lease payments in the amount of \$_____ per month payable in advance on the _____ day of each month commencing with the month of _____ day of _____, _____. All checks, for Rent or other sums due from RENTER shall be made payable to _____. Rent shall tenancy be paid at the following address:_____.

Add any provisions for scheduled increases under the Lease:

_____.

4. ADDITIONAL FEES and CHARGES

In addition to the Rent, RENTER shall pay the following items, which shall be due on the same day as the Rent unless otherwise provided herein:

Non-Refundable Items:

- ☐ Additional Vehicles \$_____ per vehicle per mo.
- ☐ Utility or Service Charges \$_____ for _____.
- ☐ RV Storage Charge \$_____ per month.
- ☐ Utility Charges (common areas) \$_____ for _____.
- ☐ Late Charge (after 4th day of month) \$_____.
- ☐ NSF Check Charge \$_____.
- ☐ Applicant Screening Charges \$_____ per applicant.
- ☐ Other Fees and Charges \$_____ for: _____.

If checked below, RENTER is required to sign additional agreements:

- ☐ Additional Vehicle Agreement
- ☐ RV Agreement
- ☐ Pet Agreement
- ☐ Other _____.



Refundable Deposits:

LANDLORD acknowledges receipt from TENANT of a refundable security deposit in the amount of \$_____, from which LANDLORD may claim an amount reasonably necessary to repair damages to the Premises caused by TENANT, excluding ordinary wear and tear, and to remedy TENANT defaults under this Sublease. In accordance with Oregon Laws, LANDLORD will refund the unused balance of the deposit, if any, together with an accounting, within 31 days of termination of the tenancy and return of possession.

5. RENTER IS AGENT

RENTER is hereby appointed as sole and exclusive agent for TENANT for purposes of receiving all notices, written or oral, required to be given by LANDLORD to TENANT under the TENANT'S rental/lease agreement or under Oregon's landlord-tenant law. The date and time of delivery of all such notices upon RENTER shall be effective just the same as if they were served upon TENANT at such date and time. RENTER shall be solely and exclusively responsible for promptly contacting TENANT regarding the contents of any notices given by LANDLORD to RENTER as TENANT'S agent. LANDLORD may, but is not required to, provide copies of any such notices to TENANT. However such copies that are given to TENANT shall be solely informational, and shall not be effective for purposes of calculating date or time of delivery.

6. TERMS OF SUBLEASE

1. RENTER shall timely pay directly to LANDLORD the Rent, any separately assessed fees payable under the TENANT'S rental/lease agreement and any separately billed utility or service charges permitted by Oregon Law.
2. RENTER shall have the same rights as TENANT to cure any violations of TENANT'S rental/lease agreement for the space.
3. LANDLORD shall comply with ORS 90.730 (habitability) and RENTER shall be protected from retaliatory conduct under ORS 90.765.
4. This Sublease shall not be construed to authorize TENANT to rent a manufactured dwelling or floating home to another person in violation of the rental/lease agreement between TENANT and LANDLORD
5. Subject to the terms of this Sublease and Oregon Law, TENANT shall continue to be the tenant of the facility space and retains all rights and obligations of a facility tenant under the rental/lease agreement and ORS Chapter 9
6. RENTER'S occupancy under this Sublease shall not constitute an abandonment of the dwelling or home by TENANT.
7. The rights and obligations of RENTER are in addition to the rights and obligations retained by TENANT under TENANT'S rental/lease agreement.
8. LANDLORD may terminate this Sublease: (i) If this is a month-to-month tenancy and RENTER has occupied the

Premise for one year or less, LANDLORD (or TENANT) may terminate RENTER'S subtenancy without cause by giving not less than thirty (30) days' advance written notice. Provided, however, if RENTER has occupied the Premises for over one year, the no-cause advance written notice of termination may not be less than sixty (60) days. The preceding sentence shall not apply: (a) If LANDLORD terminates TENANT'S tenancy for cause, in which case, such termination shall also terminate RENTER'S tenancy; or (b) This was initially a fixed term tenancy in excess of one year and thereafter it reverted to a month-to-month tenancy. (ii) If a condition described in ORS 90.380 (5)(b) (rental in violation of building or housing codes) exists for the space, RENTER is entitled to the same notice to which TENANT is entitled; (iii) Subject to the cure right in subsection b) above, and regardless of whether LANDLORD terminates the rental/lease agreement of TENANT, RENTER'S right of occupancy under this Sublease may be terminated: (A) For nonpayment of Rent; or (B) For any conduct by RENTER that would be a violation of TENANT'S rental/lease agreement under ORS 90.396 (Acts or omissions justifying termination 24 hours after notice) or 90.398 (Termination of rental agreement for drug and alcohol violations) if committed by TENANT.

9. Upon termination of this Sublease by LANDLORD, whether with or without cause, RENTER and TENANT are excused from continued performance under any agreement for RENTER'S occupancy of the Home.
10. If, during the term of this Sublease, LANDLORD gives notice to TENANT of any violation of the rental/lease agreement, or of a law or ordinance violation or of the facility's closure, conversion or sale, LANDLORD shall also promptly give a copy of the notice to RENTER. The giving of notice to RENTER does not constitute notice to TENANT unless the Tenant has expressly appointed Renter as Tenant's agent for purposes of receiving notice.
11. If LANDLORD gives notice to RENTER that LANDLORD is terminating this Sublease, LANDLORD shall also promptly give a copy of the notice TENANT. LANDLORD shall give the notice to TENANT in the same manner as for giving notice of any rental/lease agreement violation.
12. If, during the term of this Sublease, TENANT gives notice to LANDLORD of a rental/lease agreement violation, termination of tenancy or sale of the Home, TENANT shall also promptly give a copy of the notice to RENTER.
13. If RENTER gives notice to LANDLORD of a violation of ORS 90.730 (habitability), RENTER shall also promptly give a copy of the notice to TENANT.
14. LANDLORD may not assert a lien under ORS 87.162 for dwelling unit Rent against a manufactured dwelling or floating home located in a facility.
15. If LANDLORD is entitled to unpaid Rent and receives possession of the facility space from the sheriff following restitution pursuant to ORS 105.161 LANDLORD may sell or dispose of the Home as provided in ORS 90.675 (abandonment).
16. If the Home is abandoned and was occupied immediately prior to its abandonment by a person other than TENANT, and the name and address of that person are known to LANDLORD, LANDLORD shall promptly send the person a copy of the notice sent to TENANT. Notwithstanding ORS 90.425, LANDLORD may sell or dispose of goods left in the Home by that person in the same manner as if the goods were left by TENANT. If the name and address of the person are known to LANDLORD, LANDLORD shall promptly send the person a copy of the written notice sent to TENANT under ORS 90.425 (3) and allow the person the time described in the notice to arrange for removal of the goods.

ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, the parties have signed this Sublease on the day and year first written above.

TENANT (Print Name): _____ Signature: _____ Date: _____

TENANT (Print Name): _____ Signature: _____ Date: _____

TENANT (Print Name): _____ Signature: _____ Date: _____

TENANT (Print Name): _____ Signature: _____ Date: _____

TENANT (Print Name): _____ Signature: _____ Date: _____

Landlord/Manager Signature: _____ Date: _____