



Manufactured Housing Communities of Oregon

## MHCO Form 25: Temporary Occupant Agreement

Revised 12-1-2012 | This form is exclusively licensed to:

Name of Community/Park:

Address:

This Agreement is entered by and between \_\_\_\_\_ (hereinafter "Landlord" or "Community"), \_\_\_\_\_ (hereinafter "Temporary Occupant" or "Occupant") and \_\_\_\_\_ (hereinafter "Resident") regarding the temporary occupancy by Occupant of \_\_\_\_\_ (hereinafter "the Premises").

**1. Expiration.** This Agreement shall automatically expire:

At 5:00 o'clock p.m. on \_\_\_\_\_ ("the Expiration Date");

When terminated by Landlord or Resident pursuant to Section 5 below.

If the parties have checked the above box indicating that this Agreement shall expire on a specific date, no further notice shall be required to terminate this Agreement. Provided, however, upon mutual agreement of all parties, Landlord, Resident and Occupant may extend or renew this Agreement or enter into a new temporary occupancy agreement, so long as it is in writing, complies with Oregon Law, and is signed by all parties hereto. Notwithstanding any other provision of this Agreement, Occupant's right of occupancy shall be automatically terminated in the event that Resident vacates the Premises.

**2. Limitations.** Occupant understands and agrees the he/she is/are merely a guest of Resident(s) and his/her occupancy is subject to the following limitations:

- a) Occupant is not a tenant as defined under the Oregon Landlord-Tenant Law, and therefore is not entitled to occupy the Premises to the exclusion of others; and
- b) Does not have the same legal rights as Resident under the Oregon Landlord-Tenant Law.

**3. Screening of Occupant.** Prior to occupancy or at any time thereafter, Landlord may screen the existing or proposed Temporary Occupant for issues regarding prior conduct or any criminal record. (Note: Under Oregon Law, a landlord may not screen a proposed temporary occupant for credit history or income level.)

**4. Compliance With Laws, Rules, Regulations and Policies; Indemnification.** Occupant shall comply with all state and federal laws and ordinances and all Community rules, regulations and policies. The failure to do so



may result in termination by Landlord or Resident. Time is expressly declared to be of the essence. Occupant and Resident shall jointly and severally hold Landlord harmless from all claims, losses or liabilities directly or indirectly caused by Occupant during his/her occupancy of the Premises.

**5. Termination.** This Agreement may be terminated as follows:

- a) By Resident without cause at any time. Resident's right of termination without cause may occur prior to the Expiration Date provided above.
- b) By Landlord only for a cause that constitutes a material violation of this Agreement. Occupant does not have a right to cure the violation that was the cause of Landlord's termination. Occupant shall promptly vacate the Premises and the Community if Landlord terminates this Agreement for a material violation or if this Agreement expires by the Expiration Date provided above. Except as provided in ORS 90.449 ("Landlord discrimination against victim; exception; tenant defenses and remedies"), Landlord may terminate Resident's tenancy as provided under ORS 90.392 ("Termination of rental agreement by landlord for cause; tenant right to cure violation") or 90.630 ("Termination by landlord; causes; notice; cure; repeated nonpayment of rent") if Occupant fails to promptly vacate or if Resident materially violates this Agreement. A default by Resident under the terms of Resident's rental or lease agreement shall constitute a default under this Agreement.
- c) Notice of termination by Resident or Landlord need not be in writing, and shall be immediately effective upon verbal or written delivery of such notice or at such other time as Resident or Landlord shall designate.
- d) Occupant shall be treated as a squatter if he/she continues to occupy the Premises after (i) the Expiration Date without written renewal in accordance with this Agreement; (ii) Resident's tenancy has ended; or (iii) Resident or Landlord terminate Occupant's right of occupancy pursuant to this Agreement.

**6. If Resident or Occupant violate any terms or conditions of this Agreement, Landlord shall have the right to immediately file legal proceedings against the violator.** Landlord's right to terminate Resident's occupancy shall be in addition to any and all rights arising under Resident's rental or lease agreement, the rules and regulations, or Oregon Law. In the event legal action is filed by Landlord to enforce or interpret the terms of this Agreement, venue for such proceeding shall be in the County in which the Premises is located and the prevailing party in such proceeding shall be awarded reasonable attorney fees upon trial or appeal therefrom.

**LANDLORD**

Name of Community/Park:

Address:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

RESIDENT: By: \_\_\_\_\_ Date: \_\_\_\_\_

RESIDENT: By: \_\_\_\_\_ Date: \_\_\_\_\_

TEMPORARY OCCUPANT: By: \_\_\_\_\_ Date: \_\_\_\_\_

TEMPORARY OCCUPANT: By: \_\_\_\_\_ Date: \_\_\_\_\_

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