



Manufactured Housing Communities of Oregon

## MHCO Form 36: Waiver of Abandonment Rights

Revised 1-25-2013 | This form is exclusively licensed to:

Name of Community/Park:

Address:

*In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:*

1. **Effective Date.** The Effective Date of this Agreement shall be \_\_\_\_\_.

2. **Abandonment.** Pursuant to ORS 90.675(23) the following parties hereby agree that Landlord may sell or dispose of Tenant's abandoned personal property, including but not limited to the manufactured home (hereinafter collectively "the Property"), without complying with any of the provisions of ORS 90.675, and without any liability to Tenant(s) or Lienholder identified below.

3. **Certification:** Landlord and Tenant hereby certify the following to be true and correct (Check only one):

As of the Effective Date of this Agreement the tenancy between Landlord and Tenant has already been terminated, or

The Effective Date of this Agreement is not more than seven days prior to the termination date of the tenancy between Landlord and Tenant.

4. **Additional Certifications.** All parties certify and agree that they have been given the full and complete opportunity to have their respective legal counsel review this Agreement before signing and confirm that to the best of their knowledge, information and belief, this Agreement has been entered into in good faith by all parties. No party is acting under any duress or undue influence from or by any other party. As of the Effective Date Tenant has not filed for bankruptcy.

5. **Rights and Duties.** Tenant and Lienholder understand that after signing this Agreement, they shall have no further right, title or interest in the Property being abandoned, and that Landlord shall have no duty or obligation to account to them for any proceeds generated from the sale or disposition of the Property, nor to



pay or reimburse them for any moneys or other consideration received by Landlord upon sale or disposition of the Property. Landlord agrees to indemnify and hold Tenant and Lienholder harmless from any claims, damages, or other liabilities relating to the sale or disposition of the Property, arising after the Effective Date of this Agreement. Landlord accepts the Property in its "AS IS" condition, with no warranties, express or implied. All parties agree to cooperate in good faith, to execute any and all further documents deemed necessary by any governmental agency (e.g. Department of Motor Vehicles, County Tax Assessor or Tax Collector) to effectuate the waiver of rights and transfer of the Property to Landlord pursuant to the terms of this Agreement, so long as such cooperation is at no additional expense to the cooperating party.

**6. Identity of Parties.**

Name of Community/Park:

Address:

Landlord: \_\_\_\_\_

Tenant(s): \_\_\_\_\_

**7. If there are any Encumbrances identified above,** they shall be paid by \_\_\_\_\_  
as follows: \_\_\_\_\_

**8. Identity of Property.** The Property being abandoned consists of the following:

Personal Property:

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Manufactured Home:

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Address of Manufactured Home: \_\_\_\_\_

Space Number: \_\_\_\_\_ City \_\_\_\_\_, Oregon Zip Code \_\_\_\_\_



**9. Identity of Parties.**

Name of Community/Park:

Address:

Landlord: \_\_\_\_\_

Tenant(s): \_\_\_\_\_

**10. Arbitration/Attorney Fees.** All parties agree that in the event of a dispute between them regarding the formation of this Agreement, its interpretation or enforcement, the matter shall be submitted to final and binding arbitration in accordance with the rules of Arbitration Service of Portland, or such other arbitration service provider available in the county where the Property is located. All parties acknowledge that by submitting the matter to arbitration they give up the right to a jury trial as well as limit their right to appeal the final decision of the arbitrator. The prevailing party shall be awarded all costs and reasonable attorney fees upon arbitration or appeal therefrom. This Agreement shall replace and supercede any and all prior written agreements between the parties, including but not limited to the rental or lease agreement between Landlord and Tenant, or any security agreements between Tenant and Lienholder.

**11. Additional Provisions.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant(s): \_\_\_\_\_ Date: \_\_\_\_\_

Lienholder: \_\_\_\_\_ Date: \_\_\_\_\_

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