



Manufactured Housing Communities of Oregon

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## MHCO Form 21A: Assistance Animal Agreement

Revised 11-2-2012 | This form is exclusively licensed to:

Name of Community/Park:

Address:

DESCRIPTION OF ANIMAL Type/Breed: \_\_\_\_\_

Name of Resident: \_\_\_\_\_

1. The animal shall be on a leash at all times when outside of Resident's home. Resident shall be fully responsible for cleaning up after their animal when outside the home. This shall include but not be limited to prompt removal of all feces, droppings, etc.
2. The animal shall not cause any sort of nuisance, damage (physical or property) or disturbance to other Residents, their guests, or to any other third parties who are in the Community with the knowledge and/or consent of Management or other Residents or guests.
3. Resident shall be liable for any loss, damage claims, or liability, including attorney fees (collectively "damages"), directly or indirectly caused by the animal.
4. This Assistance Animal Agreement is hereby incorporated into Resident's Rental Agreement. In the event of a breach of this Assistance Animal Agreement, Management shall have the right to levy a fine of \$\_\_\_\_\_ for the first violation, \$\_\_\_\_\_ for the second violation and \$\_\_\_\_\_ for the third violation. (Note: (a) No fine may exceed \$50, and (b) No fine may be assessed under this Section 4., unless such a fine would apply to all residents in this Community for the same violation.) All fines must be paid within ten (10) days. Notwithstanding the preceding, in the event of breach of this Assistance Animal Agreement, Management reserves the right, in its sole discretion, to: (a) immediately terminate this Assistance Animal Agreement and demand removal of the animal and/or (b) terminate the Rental Agreement in accordance with ORS 90.630 or 90.400.
5. Except as otherwise provided under applicable Federal and State Fair Housing Laws, this Assistance Animal Agreement shall not be construed to modify or amend the terms of the Community rules, regulations or rental agreement with Resident.



*Note: Under Federal and State Fair Housing Laws, Management is required to make reasonable accommodations if you are handicapped as defined by law. If you have a handicap that requires your use of an assistance animal, and you believe that one or more of the above requirement should not apply to you, you may request that an accommodation be made. The form of the request may be on a Reasonable Accommodation Request (MHCO Form #15) or in any other reasonable format you would like to provide. Landlords are entitled to obtain reasonable information in order to assist in determining whether the requested accommodation is reasonably necessary because of the disability. However, if a person's disability is obvious, or otherwise known to the landlord, and if the need for the requested accommodation is readily apparent or known, then the landlord may not seek any additional information about that disability or the disability-related need for the accommodation.*

THIS AGREEMENT MUST BE SIGNED BY RESIDENT AND MANAGEMENT BEFORE YOUR ANIMAL WILL BE PERMITTED TO OCCUPY THE RESIDENCE. SUBJECT TO APPLICABLE FEDERAL AND STATE FAIR HOUSING LAWS, VIOLATION OF THIS AGREEMENT, OR OREGON LAW AS IT RELATES TO ANIMALS, MAY BE GROUNDS FOR TERMINATION OF YOUR TENANCY.

By OWNER/AGENT \_\_\_\_\_

RESIDENT(S) \_\_\_\_\_  
RESIDENT(S) \_\_\_\_\_  
RESIDENT(S) \_\_\_\_\_  
RESIDENT(S) \_\_\_\_\_