



Manufactured Housing Communities of Oregon

MHCO Form 35B: Manufactured Home Storage Agreement (with Homeowner)

Revised 12-4-2012 | This form is exclusively licensed to:

Name of Community/Park:

Address:

WARNING

To Accompany MHCO Form 35A

This Manufactured Home Storage Agreement (With Homeowner) (Form 35B) is to be used only in those situations in which the home is not occupied and the homeowner has reached agreement with the Landlord that the home may remain in the Community for a fixed period of time so that it may either be sold to an approved purchaser or later removed from the Community.

This Form 35B is not intended to be given to Lienholders who have exercised their right to resell or remove the home under the Oregon abandonment statutes.

If the Landlord has properly initiated an abandonment pursuant to ORS 90.675, the Manufactured Home Storage Agreement (With Lienholder) (Form 35A) should be used.

This Agreement is entered into on this _____ day of _____, _____, by and between _____ ("Landlord") and _____ ("the Home Owner").

This Agreement is solely for the storage of the home located at (Address/Space/City/State/Zip) _____.

This Agreement shall not be considered in any way to create a landlord/tenant relationship, which the Community and the Home Owner expressly agree does not exist between them. Home Owner covenants and agrees that he/she will not occupy the home for any purpose. Access to and from the home within the Community is subject to the reasonable discretion of Landlord and may be revoked at any time for good cause. The home shall either be sold to a Landlord-approved purchaser or removed from the Community no later than _____. Home Owner is responsible for the maintenance of the space and exterior of the home in accordance with the Community's current Rules and Regulations. The following additional conditions shall apply: _____.

_____. (Attach additional page if necessary)

In the event Home Owner fails to maintain the space, violates a Community rule or regulation, breaches any



provision of this Agreement, or violates an applicable law or ordinance, Landlord shall have the right to give a _____ day (three (3) if not filled in) written notice of violation to Home Owner at the following address:

_____.

If the matter is not cured within the time designated in the notice, Landlord shall have the absolute right to notify Home Owner that this Agreement is null and void and to require that the home be immediately removed from the Community. If the breach or violation is one that poses imminent threat to person or property, Landlord may terminate this Agreement absolutely and with no opportunity for the Home Owner to cure, upon giving a 24-hour written notice.

The storage fee shall be \$_____ per month and shall be paid, in advance, to Landlord at the following address: _____. Nonpayment of a storage fee, a late charge, if applicable, by the _____ day (1st if not filled in) of each month, or dishonoring of any check shall constitute a breach of this Agreement. Provided, however, without waiver of the right to terminate for a subsequent nonpayment, Landlord shall have the right to assess a late charge of \$_____ (\$25 if not filled in) in addition to the storage fee.

(The following provision shall be applicable only if this box is checked and initialed below) In the event of a dispute regarding the enforcement or interpretation of this Agreement, the matter shall be submitted to final and binding arbitration pursuant to Oregon Laws. Arbitration shall be through the American Arbitration Association, Arbitration Service of Portland, or such other arbitration service as agreed to by both parties. **Owner initials:** _____. In the event suit, action or arbitration is required to enforce or interpret the terms of this Agreement, the losing party shall pay the prevailing party's costs and attorney fees.

Home Owner agrees to indemnify and defend the Community, its officers, directors, employees, shareholders, agents and representatives, from and against any and all damages, costs, fees (including attorney fees), claims, losses, or liabilities relating directly or indirectly from the Home Owner's storage and /or marketing of the home while it is in the Community.

Home Owner has read, fully understands and agrees to the terms, conditions, and provisions of this Agreement.

Owner/Agent : _____ Date: _____

Homeowner (Print Name): _____ Signature: _____