



Manufactured Housing Communities of Oregon

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**MHCO Form 59: Addendum Prohibiting Criminal Activity & Disturbances**

Revised 12-27-2012 | This form is exclusively licensed to:

Name of Community/Park:

Address:

DATE: \_\_\_\_\_

TENANT(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ SPACE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**This ADDENDUM is incorporated into the manufactured dwelling or recreational vehicle space rental agreement for the premises identified above.**

**The tenant(s) and the landlord agree as follows:**

**1.** Tenant, any member of the tenant's household or a guest or other person under the tenant's control, shall not engage in criminal activity, including illegal drug-related activity on or near the said premises, and shall not engage in any activity that constitutes a threat to people or property on or near the premises.

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, store, keep, give or use a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).

**2.** Tenant, any member of tenant's household or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near said premises. Tenant or members of the household will not permit the space to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

**3.** Tenant, any member of the tenant's household, or a guest or another person under the tenant's control, shall not commit any act which is outrageous in the extreme. An "act outrageous in the extreme" includes, but is not limited to: prostitution or promotion of prostitution, manufacture or delivery of a controlled substance, intimidation, burglary or any act similar in degree and is one that a reasonable person in that community would



consider to be so offensive as to warrant termination of the tenancy within 24 hours, considering the seriousness of the act or the risk to others. Also to be considered unacceptable acts are: criminal gang activity, assault, or any breach of the rental agreement or rules and regulations that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenants or involving imminent or actual serious property damage.

**4.** The tenant, any member of tenant's household, or a guest or other person under the tenant's control shall conduct themselves in a manner that will not disturb the neighbor's peaceful quiet enjoyment of the premises.

**5.** VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

**6.** In the case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.

**Signature of Landlord/Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE OF ALL OCCUPANTS AS DETERMINED BY THE RENTAL AGREEMENT**

Signature of Tenant(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Tenant(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Tenant(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Tenant(s) \_\_\_\_\_ Date \_\_\_\_\_