



MHCO Form 05A: Manufactured Dwelling Space Rental Agreement

Revised 6-25-12

This Agreement is entered into on this _____ day of _____, _____ by and between

"LANDLORD" and

"TENANT."

The following individuals will occupy the premises: _____
_____.

A signed copy of this Agreement will be furnished to TENANT and the original will be kept at the office of the LANDLORD. This Agreement and the attached exhibits constitute the entire understanding between the parties and supersede all other agreements and understandings. THIS IS A LEGALLY BINDING DOCUMENT. READ CAREFULLY. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.

1. PREMISES RENTED: Landlord hereby rents to TENANT Space No. _____, located in this facility known as _____ (Hereinafter "the Community"),
Address _____, City of _____, OR, ZIP
_____. The approximate dimensions/size of the Space is _____ by _____ or _____ sq. ft.
The mailing address of the Space is _____,
City of _____, OR, ZIP _____.

The manager is _____ Space No. _____ Phone number _____.
(The names, location and phone number of the manager may change due to change in ownership or management. New information will be provided in writing to the TENANT when there is a change.) TENANT is the owner of the manufactured home ("the Home") located upon the Space. The identity of the home is as follows: (Make/Model/Year & Plate No.) _____
_____.

The lender(s) is/are _____, and their addresses/phone numbers are:
_____.

_____. LANDLORD reserves the right to update its records from time to time, and TENANT agrees to cooperate with providing updated information when requested.

2. FEDERAL FAIR HOUSING CLASSIFICATION: This facility is classified as a:

- ☐ Family Facility, allowing residents of all ages;
- ☐ 55 and Older (At least one occupant must be verified as 55 years of age or older. Subsequent Home sales shall be limited to meeting this age requirement);
- ☐ 62 and Older (All occupants must meet the verified 62+ age requirement. Subsequent Home sales shall be limited to meeting this age requirement);
- ☐ Other tenant age restrictions for additional occupants are as follows:

_____. LANDLORD reserves the right, in its sole discretion, to discontinue the age 55+ or 62+ classification at any time.

3. TERM OF TENANCY: The term of this Agreement is month-to-month.

4. NOTICES: The person authorized to act for and on behalf of the LANDLORD for the purpose of service of process and receipt of notices and demands is _____, whose address is _____

_____.

5. RENT: Tenant agrees to pay rent of \$_____ per month, payable in advance on the 1st day of each month. LANDLORD reserves the right to increase the rent upon giving TENANT not less than 90 days advance written notice. All rent checks shall be made payable to _____ at the following address: _____ which (select one): ☐ IS ☐ IS NOT located inside the Community. (If located outside the Community, rent will be deemed to be timely paid if properly addressed and deposited in regular first class mail within the time required herein. Rent does not include security deposits, fees, or utility or service charges. Any increase in fees shall be preceded by not less than 30-days written notice. All deposits, fees, or utility or service charges must be promptly paid when due. Nonpayment of such deposits, fees and charges shall constitute grounds for eviction following LANDLORD'S issuance of a 30-day notice in accordance with Oregon Laws.

6. ADDITIONAL FEES AND CHARGES: In addition to the rent, the following items shall be assessed, which shall be due on the same day as the rent unless otherwise provided herein:

Non-Refundable Items:

- ☐ Additional Vehicles \$_____ per vehicle per mo.
- ☐ Utility or Service Charges \$_____ for _____
- ☐ RV Storage Charge \$_____ per month.
- ☐ Utility Charges (common areas) \$_____ for _____
- ☐ Late Charge(after 4th day of month) \$_____
- ☐ NSF Check Charge \$_____
- ☐ Applicant Screening Charges \$_____ per applicant
- ☐ Other Fees and Charges \$ For _____

If checked below, TENANT is required to sign additional agreements: [] Additional Vehicle Agreement; [] RV Agreement; [] Pet Agreement; [] Other _____ which shall be incorporated into and become part of this Agreement.

Refundable Deposits: LANDLORD acknowledges receipt from TENANT of a refundable security deposit in the amount of \$_____, from which LANDLORD may claim an amount reasonably necessary to repair damages to the Premises caused by TENANT, excluding ordinary wear and tear, and to remedy TENANT

defaults under this Agreement. In accordance with Oregon Laws, LANDLORD will refund the unused balance of the deposit, if any, together with an accounting, within 31 days of termination of the tenancy and return of possession.

7. PERSONAL PROPERTY, SERVICES AND FACILITIES: The following utility services will be provided to the point of connection at TENANT'S Space: sewage disposal, water supply, electrical supply, and _____. The following utilities will be (select one):

Paid by LANDLORD Paid by TENANT (Check all applicable utilities):

- ☐ Sewer
- ☐ Water
- ☐ Garbage
- ☐ Other (Specify) _____.

All other services and utilities not expressly agreed to be paid by LANDLORD in this Agreement shall be paid by TENANT. Such services and utilities shall include but not be limited to: electricity, fuel, cable television, telephone, recycling, and _____. Non-essential services, such as cable television, could be discontinued if no reasonable provider is available. LANDLORD further agrees to provide the following personal property, services and facilities: _____.

8. PASS-THROUGH OF UTILITY AND SERVICE CHARGES: Although LANDLORD may currently be paying certain utilities as a part of the base rent at the commencement of this tenancy, LANDLORD expressly reserves the right, in compliance with Oregon Law, to later provide and charge for utilities or services to TENANT by one or more of the other billing methods permitted under Oregon Law and to require TENANT to pay a utility or service charge that has been billed by a utility or service provider to LANDLORD or TENANT for a utility or service provided to TENANT (as measured by a submeter or any other method consistent with Oregon Law) or to a common area available to TENANT as part of the tenancy. The common areas receiving utility or service for which TENANT will be assessed a proportionate share as permitted by Oregon Law are (identify with particularity): _____.

Such separately billed utility and service charges shall not be considered to be rent, and increases in such utility or service charges will not be preceded by a 90-day notice. If LANDLORD has not previously done so, LANDLORD reserves the right to unilaterally amend this Agreement to convert to a submeter billing method upon giving TENANT not less than 180 days prior written notice in accordance with Oregon Law. In such case, TENANT agrees to cooperate, in good faith, in permitting access to the Space for installation of submeters upon not less than 24 hours' advance notice. TENANT also agrees to permit access to LANDLORD'S agent solely for purpose of reading said meters without giving advance notice in accordance with Oregon Law.

9. IMPROVEMENTS TO RENTAL SPACE OR HOME: TENANT may not make any improvements or erect additional structures to the exterior of the Home or anywhere upon the Space without LANDLORD'S prior written approval. Upon termination of the tenancy, LANDLORD shall have the right, but not the obligation, to retain all improvements to the Home and/or Space. If LANDLORD elects not to retain the improvements, TENANT shall be required to remove them no later than the conclusion of the tenancy and restore the Space to its condition prior to making the improvement, reasonable wear and tear excepted. Exceptions to the preceding: _____

Improvements include without limitation, planting trees shrubbery, landscaping and constructing or repairing fences or other structures. On or before _____, TENANT shall complete the following improvements to the Space, including plantings and/or landscaping and/or repairs to the Space and/or Home: _____

(Use additional page if necessary) TENANT(S) Initial: _____

TENANT understands that all such work shall be performed in a workmanlike manner and in compliance with all applicable codes, laws and ordinances. TENANT'S failure to timely complete said improvements/repairs shall be a violation of this Agreement and may be cause for termination. All improvements shall be made in a manner that does not interfere with nearby tenants and which does not damage any property of LANDLORD or other tenants. TENANT shall promptly notify LANDLORD in writing of the need for any repair or maintenance of the Space or any common areas which are the responsibility of LANDLORD under this Agreement.

10. COMMUNITY RULES AND REGULATIONS: Tenant agrees to comply with the Community Rules and Regulations, a copy of which is attached and made part of this Agreement, as well as any other additional rules and regulations that may be lawfully adopted by LANDLORD. TENANT is responsible for the acts of members of TENANT'S household, TENANT'S pets, guests and visitors. Violation of this Agreement or any Community Rule may be cause for termination.

11. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Agreement nor assign, sublet, or transfer possession of the Space, or any part thereof, without LANDLORD'S prior written consent.

12. SALE OF MANUFACTURED DWELLING: A. TENANT shall not sell TENANT'S Home to a person who intends to leave it on the Space until LANDLORD has accepted the prospective purchaser as a tenant and until TENANT has performed all of the following conditions prior to possession and sale: (1) Given the LANDLORD at least 10 days' notice in writing prior to the proposed sale. (2) Referred the prospective purchaser to the LANDLORD to complete and submit a complete and accurate written application for tenancy. (3) Given notice to any lienholder, prospective purchaser or person licensed to sell manufactured dwellings, that no one other than the people identified in this Agreement may occupy the Space or Home until the prospective purchaser is accepted by the LANDLORD as a tenant and said purchaser has signed a new lease or rental agreement with LANDLORD; (4) Given notice to any lienholder, prospective purchaser or person licensed to

sell manufactured dwellings, the location of all properly functioning smoke alarms and the applicable rules and regulations of the Community. (5) Paid to the LANDLORD all unpaid rents, fees, deposits and charges. (6) Paid all unpaid taxes and assessments on the Home, prorated to the date of sale. (7) Timely completed all repairs and/or improvements to the Home following notice from LANDLORD of disrepair or deterioration pursuant to ORS 90.632 or pursuant to the Community's resale compliance requirements. If the time for completion has not yet expired, TENANT shall provide a copy of such notice to the prospective purchaser who shall have the right to complete the necessary repairs and/or improvements within the time remaining in the notice (or as may be extended as allowed by the terms of the notice). **TENANT understands that TENANT'S failure to timely complete all LANDLORD requested repairs and/or improvements within the time provided in such notice (or as may be extended as allowed by Oregon Laws) means that the Home must be removed from the Community and that the LANDLORD shall have no obligation to accept the prospective purchaser as a new tenant or to permit the Home to remain in the Community.** TENANT(S) Initial: _____ (8) Provided to LANDLORD a copy of a current written inspection report from an Oregon-certified and licensed home inspector, verifying that as of the date of the inspection: (a) the Home, including, but not limited to all heating, cooling and electrical systems and all appliances located therein, are safe from the hazards of fire; (b) the Home has a smoke alarm approved under applicable law; (c) the Home has operable storm water drains on the roof; (d) all electrical, water, storm water drainage and sewage disposal systems in, on, or about the Home, are in operable and safe condition, and that the connections to those systems have been maintained, and (e) that any modifications to the Home or its heating, cooling or electrical systems comply with all local, state and federal codes and regulations in existence at the time of the modification. The cost of this inspection shall be the responsibility of the TENANT, but may be negotiated with the prospective purchaser as part of the sale transaction

TENANT understands that if TENANT fails to comply with one or more of the above requirements noted in (1) through (8), above, LANDLORD will have no obligation to allow the Home to remain in the Community when it is sold to the prospective purchaser. TENANT further understands that in the event the prospective purchaser is approved, LANDLORD reserves the right to require that any material deficiencies noted in the inspection report or the Community's resale compliance rules, including but not limited to those items in Paragraph (8) (a) through (e), above, be corrected prior to the prospective purchaser taking occupancy of the Home. TENANT(S) Initial: _____

B. At the time the prospective purchaser receives an application for tenancy, LANDLORD shall also provide said purchaser with copies of the Statement of Policy, a Rental Agreement or lease and the Rules and Regulations (collectively referred to as "Community Documents"), including any conditions imposed on a subsequent sale. The Community Documents may not be the same as those previously provided to TENANT and may contain substantially different terms.

C. LANDLORD shall accept or reject the prospective purchaser's application for tenancy within 7 days of receipt of a complete and accurate application, or within a longer time period to which the LANDLORD and the prospective purchaser agree. LANDLORD shall have the right, in LANDLORD'S sole discretion, to reject the prospective purchaser as a tenant based upon the following Screening Criteria: (a) unsatisfactory rental references; (b) the absence of any prior tenant history or credit history; (c) unsatisfactory credit history; (d)

unsatisfactory character references; (e) any criminal history; (f) insufficient income to reasonably meet the monthly rental and other expense obligations under this Agreement; (g) presence of pets or the number, type or size of pets; (h) if the Community is an age 55+ or 62+ Community, reasonable evidence verifying that at least one occupant is age 55 or 62, or over, as the case may be; (i) evidence that the prospective tenant has provided LANDLORD with falsified or materially misleading information on any material items; (j) if the prospective tenant refuses to sign a new written rental or lease agreement; (k) the number of additional occupants; or, (l) adverse information contained in the public record.

D. In the event TENANT or TENANT'S predecessor has made any improvements or alterations to the interior or exterior of the Home, prior to its sale, which did not conform to all applicable local, state and federal building codes or ordinances in existence at the time the work was performed, LANDLORD reserves the right to require, as a condition of consent to the sale, that such improvement or alteration be brought up to all applicable local, state and federal building and construction standards in existence at the time of the sale. TENANT(S) Initial: _____

E. In the event TENANT is not the owner of the Home at the time of sale, LANDLORD shall have the right to require as a condition of consent to the sale, that the Home be brought up to all applicable local, state and federal building and construction standards in existence at the time of the sale, or alternatively require that the Home be removed from the Community.

TENANT(S) Initial: _____

F. No signs may be used which do not meet the size, placement or character requirements prescribed in the Community Rules and Regulations. All signs must be professionally prepared, and not contain any false, defamatory, derogatory or offensive material. TENANT understands and agrees that LANDLORD shall have the sole and exclusive right to determine, in LANDLORD'S reasonable discretion, whether any signs are false, defamatory, derogatory or offensive.

G. In the event LANDLORD rejects the prospective purchaser, LANDLORD shall furnish TENANT and the prospective purchaser a written statement of the reason(s) for the rejection. However, if one of the reasons for rejection is based upon information contained in a "consumer report" as defined in the Fair Credit Reporting Act, LANDLORD shall not disclose the contents of the consumer report to TENANT.

H. If LANDLORD approves the prospective purchaser, LANDLORD reserves the right to require that the new rental or lease agreement with the prospective purchaser contain provisions requiring repairs and/or improvements to correct any disrepair, deterioration or, if not otherwise prohibited by Oregon Laws, to come into compliance with all local, state, and federal building and construction codes and standards in existence at the time of the sale

I. The prospective purchaser may not occupy the Space until the prospective purchaser has been accepted as a tenant by LANDLORD and the prospective purchaser has fully executed a written rental or lease agreement. LANDLORD may evict potential purchasers who move into the Community without a signed rental or lease agreement.

J. LANDLORD may impose new conditions of occupancy and sale upon the prospective purchaser, as authorized under Oregon Laws. If LANDLORD accepts the prospective purchaser as a tenant, LANDLORD shall inform the purchaser, at the time of acceptance, what conditions will be imposed on a subsequent sale. These conditions do not have to be the same as those in this Agreement.

K. If TENANT sells TENANT'S Home without complete compliance with this Paragraph 12, LANDLORD may recover from TENANT any lost rents, fees, charges, deposits, and any other damages suffered by LANDLORD as a result thereof, together with LANDLORD'S attorney fees, costs and disbursements in any action, suit, arbitration or appeal therefrom.

13. ABANDONMENT: If tenant abandons the Home or TENANT'S other personal property, LANDLORD may sell the Home or other personal property as permitted by Oregon Laws and may be reimbursed for certain costs associated with the sale.

14. TENANT AGREEMENTS TENANT agrees to the following:

A. To be responsible for and pay all damages caused by the acts of TENANT, other occupants of TENANT'S Space, TENANT'S pets, guests and visitors.

B. To notify LANDLORD of any absence from the premises in excess of 7 days, no later than the first day of the absence, and to pay all rent which may become due during such absence.

C. To hold LANDLORD harmless for loss or damage to TENANT'S property unless caused by LANDLORD'S gross negligence or willful misconduct.

D. To prohibit any person not listed in TENANT'S rental application to occupy TENANT'S Home without first obtaining LANDLORD'S written consent. 'Occupy' shall mean living in the Home more than 14 days, consecutive or nonconsecutive, during any calendar year. All adult persons over 18 years of age desiring to occupy the Home in excess of 14 days during any calendar year shall be required to complete a tenant application, just the same as any other prospective tenant. In such case, LANDLORD shall have the right to reject said applicant(s) based upon the Screening Criteria set forth in Paragraph 12.C., above. If accepted as an additional tenant, such person shall be required to co-sign this Agreement. This Paragraph 14.D shall apply even in those instances in which the new occupant does not intend to contribute toward the monthly rent for the Space.

E. Pay all taxes on the Home when they become due. TENANT agrees to provide LANDLORD, upon request, with verification that all taxes have been paid when due.

F. Maintain the Home in accordance with the conditions set forth in Paragraph 12.A.(8)(a) through (e), above.

G. Refrain from deliberately, recklessly or negligently destroying, defacing, damaging, impairing or removing any property owned by the Community, tenants, guests, or others in the Community, or knowingly permitting any guest, visitor or invitee to do so.

H. Maintain, water and mow all grass on the Space and prune any trees or shrubbery located thereon.

I. Not disturb the quiet enjoyment of others at the Community, nor permit TENANT'S guests, visitors, invitees or pets to do so.

J. ☐ **(Not applicable unless checked.) Maintain a homeowner's policy of insurance that includes coverage for fire in an amount sufficient to replace the Home. Such policy shall include general liability coverage of not less than \$_____ (\$250,000 if not filled in). TENANT agrees to provide LANDLORD, upon request, with a current copy of such policy.** TENANT(S) Initial here: _____

15. TERMINATION OF TENANCY: A. By TENANT. TENANT may terminate this tenancy upon a minimum of 30 days' written notice to LANDLORD. If such notice is given, TENANT agrees to either: (a) Remove TENANT'S Home from the Space by the termination date in the Notice; or, (b) Resell the Home on site to a purchaser approved by LANDLORD by the termination date. Once TENANT'S 30-day notice is given, LANDLORD shall not be required to permit TENANT to remain at the Space beyond the 30 day period stated in the notice, even if LANDLORD has not yet found another tenant for the Space. TENANT will be held responsible for any damage caused to the Community by removal of the Home and accessories.

B. By LANDLORD. LANDLORD may terminate the tenancy under the following circumstances:

(1) TENANT or others occupying TENANT'S Home violate a law or ordinance which relates to TENANT'S conduct as a tenant or violates this Agreement or the Community Rules and Regulations. TENANT may avoid such termination by correcting the specified violation within 30 days or such longer time provided in the notice from LANDLORD describing the violation. If substantially the same violation reoccurs within 6 months following the date of issuance of the first notice, LANDLORD may terminate the tenancy by giving TENANT a non-curable 20-day written notice.

(2) LANDLORD may terminate the tenancy by giving 72 hours' written notice of nonpayment if TENANT fails to pay rent within 7 days after rent becomes due, or 144 hours written notice of nonpayment if TENANT fails to pay rent within 4 days after the rent becomes due.

(3) LANDLORD has given TENANT three or more notices for nonpayment of rent within the previous 12 months. LANDLORD may terminate this Agreement by giving TENANT not less than 30 days' notice in writing concurrent with or after the third or subsequent notice for nonpayment of rent within the previous 12 months.

(4) LANDLORD may terminate the tenancy after 24 hours' written notice specifying the cause if, among other reasons, (a) the TENANT, someone in the TENANT'S control or the TENANT'S pet seriously threatens to inflict substantial personal injury, or inflicts any substantial personal injury, upon a person on the premises

other than the TENANT; (b) The TENANT or someone in the TENANT'S control recklessly endangers a person on the premises other than the TENANT by creating a serious risk of substantial personal injury; (c) The TENANT, someone in the TENANT'S control or the TENANT'S pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises; (d) The TENANT or someone in the TENANT'S control intentionally inflicts any substantial damage to the premises or the TENANT'S pet inflicts substantial damage to the premises on more than one occasion; (e)(A) The TENANT intentionally provided substantial false information on the application for the tenancy within the past year; (B) The false information was with regard to a criminal conviction of the TENANT that would have been material to the LANDLORD'S acceptance of the application; and (C) The LANDLORD terminates the rental agreement within 30 days after discovering the falsity of the information; (f) The TENANT has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another or allowing another person to occupy the premises without the written permission of the LANDLORD, and the LANDLORD has not knowingly accepted rent from the person in possession; or (g) The TENANT, someone in the TENANT'S control or the TENANT'S pet commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises.

(5) As more fully explained in TENANT'S Statement of Policy, LANDLORD may terminate the tenancy prior to expiration of the term identified in Section 3 above, if the facility or a portion of it that includes the Space is to be closed and converted to a different use. In such case, TENANT may be entitled to the payment of money, the amount of which will depend upon the size of their home. ***TENANT is encouraged to review the park closure laws in Oregon and the city or county in which this Park is located (or have an expert do so on their behalf) before entering into this tenancy.***

(6) The preceding paragraphs (1)-(5) are not intended to limit LANDLORD'S right to terminate this tenancy for any other reasons as allowed by state, federal or local laws, now existing or hereinafter enacted.

16. SERVICE OF NOTICES: Where written notice between LANDLORD and TENANT is required or permitted by this Agreement or Oregon Laws, it shall be by (a) personal delivery; (b) first class mail; or (c) both first class mail and attachment of a copy at a designated location. In the case of notice to TENANT, the attachment shall be at the main entrance of TENANT'S Home. In the case of notice to LANDLORD, the attachment shall be at the address of the manager identified in Paragraph 4, above.

17. DISPUTE RESOLUTION: In the event a dispute arises between LANDLORD and TENANT concerning the interpretation or enforcement of this Agreement or the Rules and Regulations, either party shall have the right to have the matter handled through the alternative dispute resolution ("ADR") process set forth in the attached Addendum, which shall be incorporated in and become part of this Agreement. Neither party shall have the right to assert as a legal claim or defense against the other the failure to submit a dispute to ADR, if that party did not also offer to submit the matter to ADR.

18. INDEMNIFICATION BY TENANT: Tenant shall indemnify, hold harmless and defend LANDLORD from and against any and all claims, actions, damages, liability and expense, including, but not limited to, attorney and other professional fees in connection with the loss of life, personal injury and/or damage to property arising

from the occupancy or use by TENANT, or those persons occupying the Space or any part thereof, caused wholly or in part by any act or omission of the TENANT, TENANT'S family, TENANT'S pets, visitors, guests or invitees.

19. SEVERANCE CLAUSE If any provision of this Agreement or any document incorporated into this Agreement is ruled invalid or otherwise unenforceable, the remainder of the Agreement shall not be affected and each other term and provision shall be valid and enforceable to the fullest extent permitted by Oregon Laws. The parties agree that should a court rule that a provision of this Agreement is unenforceable, that ruling shall not be placed into evidence to any jury empaneled to hear any other dispute between LANDLORD and TENANT.

20. WAIVER: Landlord's failure to enforce any provision of this Agreement or the Rules and Regulations shall not be deemed a waiver of LANDLORD'S right to do so on future occasions.

21. ATTORNEY FEES, COSTS, DISBURSEMENTS: In the event of suit, action or arbitration instituted to enforce or interpret any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees upon trial or arbitration and/or appeal therefrom, together with all costs and disbursements.

22. INSPECTION: By signing this Agreement, TENANT agrees that TENANT has carefully inspected the Community and Space, and has found them to be acceptable and in the condition as represented by LANDLORD.

23. CONDEMNATION: Landlord shall be exclusively entitled to any payment or award for the taking of any portion of the Community under the power of eminent domain, except that TENANT will be entitled to any payment or award attributable solely to the loss or damage to TENANT'S Home or other personal property owned by TENANT.

24. MODIFICATION OF AGREEMENT AND RULES

A. Modification of Agreement: Except as provided in Paragraph 24.C below, this Agreement represents the final understanding between the parties and may not be modified or amended, except in writing, signed by both LANDLORD and TENANT.

B. Modification of Rules and Regulations: LANDLORD may propose changes in the Community Rules and Regulations, including changes that make a substantial modification of the bargain between LANDLORD and TENANT, and unless 51 percent of the affected rented spaces in the Community object in writing within 30 days of receiving the proposed change, the change shall be effective for all tenants on a date not less than 60 days after the day that the notice was served by LANDLORD on TENANT. In addition, LANDLORD also has the right to change the rules and regulations along with this Agreement by issuing New Community Documents, as described in Section 3, above.