



Manufactured Housing Communities of Oregon

## MHCO Form 35A: Manufactured Home Storage Agreement (with Lienholder)

Revised 12-1-2012 | This form is exclusively licensed to:

Name of Community/Park:

Address:

### WARNING

#### To Accompany MHCO Form 35B

This Manufactured Home Storage Agreement (With Lienholder) (Form 35A) is to be used only those situations in which the home has been legally abandoned and the Landlord is attempting to resell, dispose or destroy of the home through the abandonment process as more fully described in Oregon Revised Statutes 90.425 and 90.675.

This Form 35A should not be used without having first commenced a legal abandonment in accordance with Oregon law. This form should not be entered into between the Landlord and Lienholder where the 45-day letter has not been sent to the tenant's last known address, with copies to all other persons (including the Lienholder) required by law to receive it.

**If the Landlord has properly initiated an abandonment pursuant to ORS 90.425 and/or 90.675, the Manufactured Home Storage Agreement (With Lienholder) (Form 35A) may be used.**

**THE ABANDONMENT STATUTES, ORS 90.425 and 90.675, ARE COMPLICATED AND REQUIRE LANDLORDS TO FULLY COMPLETE A SERIES OF STEPS WHICH, IF NOT PROPERLY FOLLOWED COULD RESULT IN SERIOUS LEGAL LIABILITY TO LANDLORDS AND/OR THEIR MANAGERS OR OTHERS INVOLVED IN THE PROCESS. FOR THIS REASON, MHCO STRONGLY RECOMMENDS THAT LANDLORDS SEEK COMPETENT ADVICE FROM A LAWYER FAMILIAR WITH THIS SPECIALIZED AREA OF THE LAW BEFORE COMMENCING ANY ABANDONMENT OF A MANUFACTURED DWELLING.**

This Agreement is entered by and between \_\_\_\_\_ (hereinafter "Landlord") and \_\_\_\_\_ (hereinafter "Lienholder") relating to the disposition of the manufactured home described below, currently located at \_\_\_\_\_ (hereinafter the Community").



**1. General.** This Agreement is for the storage of the following manufactured home (Insert year, make, model, and plate number, if available) \_\_\_\_\_  
\_\_\_\_\_ ("the Home") located at (site address and/or space number) \_\_\_\_\_  
\_\_\_\_\_. The former resident(s), \_\_\_\_\_  
\_\_\_\_\_ has/have abandoned the Home and Landlord has commenced an abandonment proceeding pursuant to ORS 90.675. Lienholder represents the following: (a) Lienholder had a valid and enforceable lien against the Home which it has foreclosed; (b) Lienholder desires to exercise its rights to resell the Home within the Community or to remove it from the Community, all in accordance with ORS 90.675; and (c) This Agreement shall not be considered in any way to create a landlord/tenant relationship under any State or Federal laws, ordinances or regulations.

**2. Resale of Home Within Community.** Lienholder shall have up to twelve (12) months to market the home within the Community for resale to a Landlord-approved purchaser. In approving or disapproving any prospective purchaser/tenant, Landlord shall have the right to apply all screening criteria currently used for resales by existing tenants in the Community and in all other respects the applicable provisions of the Oregon Landlord Tenant Act shall apply to the transaction. No one shall be permitted to occupy the Home until it has been sold, title has been transferred, and the new purchaser has signed all applicable Community documents including a current Statement of Policy, a current Rental or Lease Agreement and the current Rules and Regulations. Lienholder, and/or Lienholder's agents shall be solely responsible for making all arrangements to show the Home to prospective purchasers. Lienholder agrees on its own behalf and on behalf of its agent to endeavor to keep the Community manager apprised as to the dates and times prospective purchasers will be entering the Community to inspect the Home. At the time of closing of a sale of the Home to the Landlord-approved purchaser, Landlord shall be paid, in full, for all storage charges and other sums due Landlord under this Agreement.

**3. Maintenance and Repair.** Lienholder covenants and agrees to keep clean and to maintain the space and Home in a manner consistent with the rights and obligations described in the leases or rental agreements currently provided to other tenants in Community. The Lienholder shall repair any defects in the Home that existed prior to the date of this Agreement if the defects and necessary repairs are reasonably described in this Agreement. If the Home was first placed in the Community within 24 months prior to the date of this Agreement, the repairs must be reasonably consistent with the Community standards in effect at the time of placement. All repairs noted herein shall be completed within 90 days after the date Lienholder signs this Agreement. Notwithstanding Section 5, below, the failure to make necessary repairs described below within said 90 days shall entitle Landlord to terminate this Agreement with not less than 14 days' advance written Notice of Default stating facts sufficient to notify Lienholder of the reason for termination. Upon termination, Landlord may sell or dispose of the Home without further notice to the Lienholder. Provided, however, this Agreement shall not terminate if Lienholder corrects the violation within the 14 days or such longer period as provided in the Notice of Default. Identify any defects and necessary repairs below. (*Attach additional page if necessary.*) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Storage Charges.** The current monthly storage charge is \$\_\_\_\_\_. The monthly storage charge is due, in advance, on the first day of each month that the Home remains in the Community. This Agreement has been included in Lienholder's copy of the 45-day Notice of Abandonment letter sent to the above-identified tenants and was mailed on the date appearing on that letter. Accordingly, Lienholder's first storage charge payment to Landlord shall include charges accruing from the date of the 45-day letter together with the storage charge for the current month. Storage charges may be prorated for all periods of less than one full month. Storage charges may also include utility or service charges for electricity, water, sewer services and natural gas if incidental to the storage of the Home. Storage fees shall be paid to the Community office at \_\_\_\_\_. If a storage charge is not received by the fourth (4th) day of the month, a late charge will be assessed in the same amount as charged tenants in the Community. Currently, late fees are \$\_\_\_\_\_. Storage charges may be increased from time-to-time if: (a) They are part of a Community-wide increase for all tenants and (b) They are preceded with the same advance written notice provided all other tenants.

**5. Default.** Time is declared to be of the essence. Subject only to Section 3, above, if Lienholder violates any terms or conditions required of it to be performed herein, Landlord may terminate this Agreement by giving not less than 90 days' advance written Notice of Default stating facts sufficient to notify Lienholder of the reason for termination. Upon termination, Landlord may sell or dispose of the Home without further notice to the Lienholder. Provided, however, this Agreement shall not terminate if Lienholder corrects the violation within the 90 days or such longer period as provided in the Notice of Default. In the event Lienholder fails to pay a storage charge after curing a prior 90-day Notice of Default from Landlord for failure to pay the storage charge, Landlord may terminate this Agreement upon the same terms and conditions as provided in this Section, except that the Notice of Default and opportunity to cure shall be reduced to 30 days.

**6. Termination by Lienholder.** Lienholder may terminate this Agreement and remove the Home from the Facility at any time upon giving not less than fourteen (14) days advance written notice to Landlord. Provided, however, Lienholder may not remove the Home from the Community unless and until all storage and other charges due under this Agreement are paid in full.

**7. Deadlines.** This Agreement must be signed and delivered to Landlord within sixty (60) days of the date it is given to the Lienholder. If signed and returned to Landlord within said sixty (60) days, Lienholder shall have up to twelve (12) months to market the Home for resale or remove it from the Community. If this Agreement is not signed and delivered to Landlord within said sixty (60) days, or if the Home is not resold or removed within said twelve (12) months, Landlord may sell or dispose of the Home without further notice to Lienholder.

**LANDLORD**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**LIENHOLDER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of Oregon \_\_\_\_\_

My appointment expires \_\_\_\_\_ Print Name \_\_\_\_\_

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