



Manufactured Housing Communities of Oregon

MHCO Form 21A: Assistance Animal Agreement

Revised 3-2015 | This form is exclusively licensed to:

Name of Community/Park: _____

Address: _____

Name and Address of Community: _____

Resident Requiring Assistance Animal ("Animal"): _____

Resident's Home/Space Address: _____

Description of Assistance Animal: Type/Breed: _____ Color: _____ Age: _____

Gender: Male Female Name: _____

[Note: Landlord reserves the right to refuse to permit an animal becoming an assistance animal if: (a) It has previously caused verifiable and significant damage or injury to persons or property in the Community; (b) Landlord's insurance carrier would cancel, substantially increase premiums, or adversely change policy terms because of the presence of a certain breed of dog or a certain animal and it would impose an undue financial and administrative burden for Landlord to secure a substitute carrier which would provide coverage for the Animal (hereinafter "Undue Burden"). Prior to such refusal, Landlord should secure written verification substantiating the Undue Burden.]

TERMS AND CONDITIONS

- 1. Restrictions.** Tenant shall be responsible to see that the Animal conforms to all Community's rules and regulations, such as being on leash; responsibility for removal of all feces, droppings, etc.; being left unattended outside the home or space. Consistent with the conduct of all animals and pets in the Community, the Animal shall not cause any substantial damage (to persons or property), engage in threatening behavior, or cause any disturbance to other Residents, their guests, or any other third parties in the Community. By signing below, Tenant confirms that he/she has reviewed the Community rules and regulations as they apply to all other animals and pets in the Community. If Tenant believes that one or more of the Community rules and regulations should not be applied to the Animal, Tenant shall immediately notify Landlord.
- 2. Resident Liability.** Consistent with Community policy regarding all animals and pets in the Community, Resident shall be liable for any losses, damages, claims, and expenses, including attorney fees, directly or indirectly caused by the Animal while in the Community.
- 3. Breach of Agreement.** In the event of breach of this Agreement, Landlord reserves the right terminate this Agreement and demand removal of the Animal within ten (10) days of written notice to Resident. A "breach" shall mean and include the



occurrence of any event that would constitute a material violation of Section 1, above, or ORS 90.396, as it pertains to the Animal. Resident's failure to remove the Animal pursuant to this Section 3, shall entitle Landlord to issue a curable Notice of Termination to Resident under ORS 90.630.

- 4. Illegality.** If any portion of this Agreement shall be deemed to be in violation of Federal and/or State Fair Housing Laws, it shall be deemed null and void, and the balance thereof shall remain in full force and effect.

Note: Under Federal and State Fair Housing Laws, Landlord is required to make reasonable accommodations if you have a disability, as defined by law. If that disability requires your use of an assistance animal, and you believe that one or more of the above requirements 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 select. 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 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 LANDLORD BEFORE YOUR ANIMAL WILL BE PERMITTED TO OCCUPY THE HOME/SPACE AS AN ASSISTANCE ANIMAL.

LANDLORD:

By _____
OWNER/AGENT

Accepted: _____ 20____

RESIDENT(S):

Signature

Date

Signature

Date

Signature

Date

Print