



Manufactured Housing Communities of Oregon

## MHCO Form 80: Recreational Vehicle Space Rental Agreement

Revised 8-2019 | This form is exclusively licensed to:

Name of Community/Park:

Address:

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: \_\_\_\_\_.

The approximate dimensions/size of the Space is \_\_\_\_\_ by \_\_\_\_\_ or \_\_\_\_\_ sq. ft. The mailing address of the Space is \_\_\_\_\_,

City of \_\_\_\_\_, Oregon, 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 recreational vehicle ("the RV") located upon the Space. The identity of the RV 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 RV sales shall be limited to meeting this age requirement);

62 and Older (All occupants must meet the verified 62+ age requirement. Subsequent RV sales shall be limited to meeting this age requirement);

Other tenant age restrictions are as follows: \_\_\_\_\_.

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



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and its authorized agents and employees. Use by others is expressly prohibited and a violation of MHCO's copyright.

**3. TERM OF TENANCY**

The term of this Agreement is (Check only one):

Daily at the rate of \$ \_\_\_\_\_/day.

Weekly at the rate of \$ \_\_\_\_\_/week.

Monthly at the rate of \$ \_\_\_\_\_/month.

Fixed term from \_\_\_\_\_ to \_\_\_\_\_ at the rate of \$ \_\_\_\_\_/day/week/month (circle one). 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 \_\_\_\_\_.

If the last day of the fixed term tenancy occurs after the first year of occupancy by at least one TENANT, the tenancy shall automatically become a month-to-month tenancy immediately upon expiration of the fixed term, unless: (a) LANDLORD and TENANT agree to a new fixed term tenancy; (b) TENANT gives written notice of termination not less than 30 days prior to the last day of the fixed term or the date designated in the notice, whichever is later; or (c) LANDLORD has given TENANT written notice of termination in accordance with Section 13.B, below.

**4. RENT**

If the tenancy is month-to-month TENANT agrees to pay base rent of \$ \_\_\_\_\_ ("Current Rent") per month payable in advance on the first day of each month commencing on the first day of \_\_\_\_\_, 20\_\_\_. LANDLORD and TENANT agree that LANDLORD may increase the Current Rent upon giving TENANT not less than 90 days' advance written notice providing the following information: (a) Effective date that the increased Rent will take effect ("Effective Date"); (b) Amount of the increase ("Rent Increase"); and (c) Amount to the new rent ("New Rent").

Limitations on Rent Increases: (a) Current Rent may not be increased during the first year of TENANT'S tenancy; (b) Thereafter, Current Rent may only be increased once within any subsequent 12-month period; and (c) The Rent Increase may not exceed the sum of (i) seven percent (7.00%) above the Current Rent plus (ii) the consumer price index above the Current Rent (hereinafter collectively the "Rent Cap Formula"). *[The term "consumer price index" ("CPI") refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year.]*

Example: Assume Current Rent is \$400 per month and the annual 12-month average change in the CPI for All Urban Consumers, West Region (All Items) in September for the prior calendar year was 2.00%. The Rent Increase may not exceed the sum of (a) 7.00% X \$400 (\$28.00) plus (b) 2.00% X \$400 (\$8.00) = \$35.00. Commencing on the Effective Date the New Rent may not exceed \$435.00.

Exclusion From Rent Cap Formula: The above Rent Cap Formula does not apply if LANDLORD is providing reduced rent to TENANT as part of a federal, state or local program or subsidy.

City of Portland Rent Cap: If the Community is located within the City of Portland, the Rent Increase may not exceed 10.00% above the Current Rent.

**5. ADDITIONAL FEES AND CHARGES**

In addition to the rent, the following items shall be assessed, which, if applicable, shall be due on the same day as the rent unless otherwise provided herein:

**Non-Refundable Items:**

Additional Vehicles \$ \_\_\_\_\_ per vehicle per month

Utility or Service Charges \$ \_\_\_\_\_ for \_\_\_\_\_



RV Storage Charge \$\_\_\_\_\_ per day/month  
Utility Charges (common areas) \$\_\_\_\_\_ per day/month  
Late Charge (after 4th day of month if month-to-month tenancy) \$ \_\_\_\_\_  
NSF Check Charge \$ \_\_\_\_\_  
Applicant Screening Charges \$\_\_\_\_\_ per applicant  
Other Fees and Charges \$ \_\_\_\_\_ Specify: \_\_\_\_\_

If checked below, TENANT is required to sign additional agreements:

Additional Vehicle Agreement;

Storage Agreement;

Pet Agreement.

Other \_\_\_\_\_ which shall be incorporated into and become part of this Agreement if applicable

**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.

## **6. 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 only 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 to be paid by TENANT shall include but not be limited to: electricity, fuel, cable television, telephone, recycling, and \_\_\_\_\_.

## **7. PASS-THROUGH OF UTILITY AND SERVICE CHARGES**

LANDLORD has the right to bill TENANT separately for these or other utility or service charges assessed by a utility for services provided to or for Community spaces or for all for the common areas receiving such utilities or services. Those common areas are: \_\_\_\_\_. TENANT also agrees to permit access to LANDLORD'S agent solely for purpose of reading said meters without giving advance notice.

**8. IMPROVEMENTS TO RENTAL SPACE OR RV**

TENANT may not make any improvements or erect additional structures to the exterior of the RV 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 RV 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.

**9. 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. In the event that any provision of this Agreement conflicts with any Community Rule, this Agreement shall prevail.

**10. ASSIGNMENT AND SUBLETTING**

TENANT shall not assign this Agreement nor assign, sublet, or transfer possession of the Space or RV, or any part thereof, without LANDLORD'S prior written consent.

**11. ABANDONMENT**

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

**12. 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 RV without first obtaining LANDLORD'S written consent. 'Occupy' shall mean living in the RV more than 7 days, consecutive or nonconsecutive, during any calendar year. All adult persons over 18 years of age (or if this is a 55+ or 62+ community, the minimum age permitted by the community rules) desiring to occupy the RV in excess of 7 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 then-existing screening criteria. If accepted as an additional tenant, such person shall be required to co-sign this Agreement. This Paragraph 13 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 governmental assessments and charges on the RV when they become due. TENANT agrees to provide LANDLORD, upon request, with verification that all such assessments and charges have been paid when due.

F. Maintain the RV in good condition and repair in accordance with all Oregon laws and regulation, free from the hazards of fire and other casualty.

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, except as may be provided otherwise in the Community rules and regulations.

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 and initialed.) Maintain an RV owner's policy of insurance that includes coverage for fire in an amount sufficient to replace the RV. 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) Initials here:\_\_\_\_\_.

### **13. TERMINATION OF TENANCY**

A. By TENANT. (a) If this is a month-to-month tenancy, TENANT may terminate this tenancy upon written notice to LANDLORD given not less than 30 days prior to the date designated in the notice.; (b) If this is a fixed term tenancy, TENANT may terminate it upon written notice to LANDLORD given not less than 30 days prior to the last day of the fixed term, or the date designated in the notice, whichever is later. If such notice is given, TENANT agrees to remove TENANT'S RV from the Space by the termination date in the Notice. 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 RV and any other property of TENANT

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

1. Month-To-Month Tenancy. If this is a month-to-month tenancy, LANDLORD may terminate without cause at any time during the first year of occupancy by at least one TENANT, with written notice to TENANT given not less than 30 days prior to the date designated in the notice. Subject to Sections 3, 4, and 6, below, after the first year of occupancy

by at least one TENANT, LANDLORD may only terminate the tenancy with cause by written notice to TENANT pursuant to ORS 86.782 (6)(c) [Trustee foreclosure sale], 90.380(5) [Dwelling violates building codes], 90.392 [Landlord termination for cause], 90.394 [Failure to pay rent], 90.396 [24-hour notice for conduct], 90.398 [Violations of drug & alcohol free housing rental agreement], 90.405 [Tenant keeping unpermitted pet], 90.440 [Termination of tenancy for group recovery home] or 90.445 [Domestic violence].

2. Fixed Term Tenancy. If this is a fixed term tenancy, and the last day of the term falls within the first year, LANDLORD may terminate the tenancy without cause by written notice to TENANT given not less than 30 days prior to the last day of the fixed term, or 30 days prior to the date designated in the notice, whichever is later. Subject to Sections 3, 4, 5, and 6, below, after the first year of occupancy by at least one TENANT, LANDLORD may only terminate the tenancy with cause by giving written notice to TENANT pursuant to: ORS 86.782 (6)(c) [Trustee foreclosure sale], 90.380(5) [Dwelling violates building codes], 90.392 [Landlord termination for cause], 90.394 [Failure to pay rent], 90.396 [24-hour notice for conduct], 90.398 [Violations of drug & alcohol free housing rental agreement], 90.405 [Tenant keeping unpermitted pet], 90.440 [Termination of tenancy for group recovery home] or 90.445 [Domestic violence].

3. Termination of Tenancy for Qualifying Reasons. If LANDLORD has a Qualifying Reason for Termination as enumerated in Section 4, below and discloses it in the notice of termination, LANDLORD may terminate a tenancy as follows: (a) For a month-to-month tenancy LANDLORD may terminate at any time after the first year of occupancy by at least one TENANT, with written notice to TENANT given not less than 90 days prior to the date designated in the notice; (b) For a periodic tenancy LANDLORD may terminate upon expiration of the fixed term after the first year of occupancy by at least one TENANT with written notice to TENANT given not less than 90 days prior to the date designated in the notice, or the last day of the fixed term, whichever is later.

4. Qualifying Reasons. The following are Qualifying Reasons for Termination (Note: Most of the following events do not normally apply to recreational vehicle rentals): (a) LANDLORD intends to demolish the dwelling or convert it to a use other than residential use within a reasonable time; (b) LANDLORD intends to undertake repairs or renovations to the dwelling within a reasonable time because (i) the dwelling is unsafe or unfit for occupancy; or (ii) The dwelling will be unsafe or unfit for occupancy during the repairs or renovations; (c) LANDLORD intends for him/herself or a member of LANDLORD'S immediate family to occupy the dwelling as a primary residence and LANDLORD does not own a comparable unit in the same building that is available for occupancy at the same time the TENANT receives notice to terminate the tenancy; or (d) LANDLORD has: (i) Accepted an offer to purchase the dwelling separately from any other dwelling from a person who intends in good faith to occupy it as the person's primary residence; and (ii) Provided the notice and written evidence of the offer to purchase the dwelling to the TENANT not more than 120 days after accepting the offer to purchase. (Note: "written evidence" does not mean LANDLORD must provide a true copy of the entire offer to purchase.)

5. Additional Qualifying Reason: Termination of Fixed Term Tenancy for Violations. A fixed term tenancy will not automatically become a month-to-month tenancy after the first year of TENANT occupancy if LANDLORD gives TENANT written notice in writing not less than 90 days prior to the last day of the fixed term, or 90 days prior to the date designated in the notice, whichever is later ("Termination Date"), that (i) during the fixed term, TENANT committed three or more violations of this Agreement within the preceding twelve (12) months, and (ii) LANDLORD has given TENANT written warning notices at the time of each violation. In such case, the fixed term tenancy shall be terminated effective as of the Termination Date in the notice.

6. Landlord Notices of Termination for Qualifying Reasons. All notices of termination for qualifying reasons must: (a) Specify the reason for termination and supporting facts; (b) State that the tenancy will terminate upon a date not less than 90 days prior to the specified date (add at least 3 additional days for mailing); and (c) At the time of delivery of the notice LANDLORD must pay tenant an amount equal to one month's periodic rent. (Note: Payment requirement does not apply unless LANDLORD rents 5 or more dwellings.



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

1. LANDLORD may terminate the tenancy after 24 hours' written notice specifying the cause if, among other reasons, 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.

ii. LANDLORD may terminate the tenancy prior to expiration of and fixed term if this is a lease as identified in Section 3 above, if the facility or a portion of it that includes the Space is to be closed.

iii. LANDLORD has the absolute right to terminate this tenancy without cause unless this is a fixed term lease as identified in Section 3 above, in which case, absent a breach of the terms hereof, it will terminate automatically, with no further notice, at midnight of the last day of the lease term. If this is a month-to-month tenancy, this Agreement may be terminated by not less than 30 days' advance written notice. If this is a week-to-week tenancy, it may be terminated by not less than 10 days' advance written notice.

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.

#### **14. 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 RV. In the case of notice to LANDLORD, the attachment shall be at the address of the manager identified in Paragraph 4, above.

#### **15. 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.

**16. 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 empanelled to hear any other dispute between LANDLORD and TENANT.

**17. 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.

**18. 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.

**19. 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. To the extent permitted by Oregon law, TENANT accepts the condition of the Community and Space, in its present condition at the commencement of the tenancy, with all defects, apparent or not apparent.

**20. 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 RV or other personal property owned by TENANT.

**21. MODIFICATION OF AGREEMENT AND RULES**

Modification of Agreement. 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. Notwithstanding the preceding, LANDLORD shall have the right, subject only to any applicable advance notice imposed by this Agreement or Oregon law, to unilaterally amend this Agreement or the Community Rules and Regulations.

**22. APPLICABLE RECREATIONAL VEHICLE LAWS**

- a. This Agreement shall be subject to all applicable state and federal RV laws, ordinances, and regulations, except as may be permitted to be modified by this Agreement.
- b. An accessory building or structure paid for or provided by TENANT belongs to TENANT and is subject to a demand by LANDLORD that it be removed upon termination of the tenancy.
- c. This RV must be: (a) Located in a manufactured dwelling park, mobile home park or recreational vehicle park as defined by Oregon law; (b) Occupied as a residential dwelling; and (c) Lawfully connected to water and electrical supply systems and a sewage disposal system. If (a), (b) and (c) exist in this tenancy, a state agency or local government may not, solely on the grounds that this is a recreational vehicle occupancy, prohibit the placement or occupancy of the RV or impose any limit on the length of occupancy. The preceding does not limit the authority of a state agency or local government to impose other special conditions on the placement or occupancy of the RV

if the tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling park, mobile home park or recreational vehicle park.





## ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

TENANT: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Agent of Community/Park \_\_\_\_\_

Name of Community/Park:

Address:

