



Manufactured Housing Communities of Oregon

## MHCO Form 5A: Manufactured Dwelling Space Monthly Rental Agreement

Revised 7-2014 | This form is exclusively licensed to:

Name of Community/Park:

Address:

This Monthly Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("LANDLORD") and \_\_\_\_\_ ("TENANT"). The following individuals will occupy the Space, as defined below: \_\_\_\_\_.

This Agreement and the attached Exhibits shall 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. \_\_\_\_\_ (the "Space"), located in this manufactured housing facility known as \_\_\_\_\_ ("Community"). TENANT'S address in the Community is: \_\_\_\_\_ Oregon, \_\_\_\_\_.

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

The mailing address of the Space is \_\_\_\_\_ Oregon, \_\_\_\_\_.

The Manager is \_\_\_\_\_, and his/her address is: \_\_\_\_\_.

Phone number: \_\_\_\_\_ (The name, location and phone number of the Manager may change due to changes in ownership and/or management. New information will be provided in writing to TENANT when there is a change.) TENANT represents that: (a) He/she is/are the owner(s) of the manufactured home ("Home") located upon the Space; (b) The Home has been properly registered with the appropriate county taxation/assessment office; and (c) TENANT has received an ownership document for the Home issued by the State of Oregon, Building Codes Division. If at any time during the term of this Agreement the preceding representations in (a), (b) and (c) become incorrect or untrue, TENANT shall promptly notify LANDLORD.

The identity of the Home is as follows (Fill in all known information):

Home ID: _____	HUD No.: _____	Serial No.: _____
X-Plate No.: _____	Name of Record Owner _____	
Site Address _____	ZIP Code: _____	
County: _____	Tax Map Lot No.: _____	

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



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

The Space [check one]:    is    is not, located within a 100-year floodplain, as defined in ORS 90.228. [See: <http://www.oregonlaws.org/ors/90.228>]

**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 sale of Home shall be limited to transactions meeting this age requirement);

62 and Older (All occupants must meet the verified 62+ age requirement. Subsequent sale of Home shall be limited to transactions meeting this age requirement);

Other age restrictions for second and subsequent TENANTS or permitted occupants are as follows:

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

**2. PERIODIC TENANCY (MONTH-TO-MONTH)**

This is a month-to-month tenancy beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("the Commencement Date").

**3. 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 \_\_\_\_\_.

**4. RENT**

TENANT agrees to pay base rent of \$ \_\_\_\_\_ per month ("Rent"), 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 pursuant to ORS 90.600. Pursuant to Oregon Law, Landlord makes no representations or warranties as to the frequency or amount of any Rent increases. All Rent checks shall be made payable to \_\_\_\_\_ at the following address: which (Check only one box):    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, fines, or utility/service charges. Any increase in fees or fines shall be preceded by not less than 30-days written notice. All deposits, fees, fines, or utility/service charges must be paid within three (3) days of written notice. Nonpayment of such deposits, fees, fines, and charges shall constitute grounds for eviction following LANDLORD'S issuance of a 30-day notice in accordance with Oregon Laws.

**5. 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 month.  
 Utility/Service Charges \$ \_\_\_\_\_ for \_\_\_\_\_  
 RV Storage Charges \$ \_\_\_\_\_ per month.  
 Utility Charges (com. areas) \$ \_\_\_\_\_ for \_\_\_\_\_  
 Late Charge(after 4th/month) \$ \_\_\_\_\_  
 NSF Check Charge \$ \_\_\_\_\_  
 Applicant Screening Charges \$ \_\_\_\_\_ per applicant.  
 Other Fees/Fines and Charges \$ \_\_\_\_\_

Describe: \_\_\_\_\_

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

Additional Vehicle Agreement

RV Agreement

Pet Agreement

Other \_\_\_\_\_

*All such documents when signed 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 Space 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.

**6. UTILITY 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**

**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 the following: Electricity, fuel, cable television, telephone, recycling, and \_\_\_\_\_. Non-essential services, such as cable television, could be discontinued if no provider is available at a reasonable cost, as determined in LANDLORD's sole discretion. It is understood by TENANT that the discontinuance of a non-essential service will not result in a reduction of Rent. LANDLORD agrees to provide the following personal property, services and facilities:

**PASS-THROUGH OF UTILITY AND SERVICE CHARGES**

If some or all of the utilities (as defined in ORS 90.315) are included in TENANT'S Rent, LANDLORD reserves the right under



Oregon law to later bill TENANT separately for these or other utility or service charges provided to, or for Community spaces or common areas. Such separately billed utility fees and charges shall not be considered Rent, and increases in such utility or service charges will not be preceded by a 90-day notice. If LANDLORD elects to install utility meters in the Community, TENANT agrees to cooperate, in good faith, in permitting access to the Space for installation, upon not less than 24 hours' advance notice. TENANT also agrees to permit access to the Space by LANDLORD's agent solely for purpose of reading said meters without giving any advance notice.

## **7. 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 (hereinafter "Construction") without LANDLORD'S prior written approval. LANDLORD reserves the right to require that certain TENANT-requested Construction be performed by a licensed and bonded contractor. All Construction shall be performed in a workmanlike manner in accordance with all applicable building codes, regulations and laws. TENANT shall not permit the filing of any mechanics liens upon Community property. TENANT agrees to indemnify and hold LANDLORD harmless from any and all costs, charges, expenses, damages or claims arising directly or indirectly from Construction occurring on TENANT'S Home or Space. Upon termination of the tenancy, LANDLORD shall have the right, but not the obligation, to retain all Construction-related improvements to the Home and/or Space. For purposes of removal, "Construction-related improvements" shall include, without limitation, planted trees, shrubbery, landscaping fences, decks, steps, or other structures. If LANDLORD elects not to retain said improvements, TENANT shall be required to remove them no later than the Ending Date of this Agreement, or the termination date of this tenancy, if earlier, and restore the Space to its condition prior to making said improvement, reasonable wear and tear excepted. Exceptions to the preceding:

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***On or before \_\_\_\_\_, TENANT shall complete the following improvements/repairs to the Space, including plantings and/or landscaping and/or repairs to the Space and/or Home (hereinafter "LANDLORD-Required Improvements/Repairs"):***

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(Use additional page if necessary)

**TENANT(S) Initials:** \_\_\_\_\_

TENANT understands that all such work shall be subject to the Construction provisions of the preceding paragraph. TENANT'S failure to timely complete any LANDLORD-Required Improvements/Repairs shall be a violation of this Agreement and may be cause for termination of this Agreement pursuant ORS 90.630. All LANDLORD-Required Improvements/Repairs shall be performed in a manner that does not interfere with other tenants' quiet enjoyment, and which does not damage any property of LANDLORD or other tenants. TENANT agrees to promptly notify LANDLORD in writing of the need for any repair or maintenance on the Space or in any common areas in the Community.

## **8. COMMUNITY RULES AND REGULATIONS/FINES**

8.1 TENANT represents that TENANT has read the Community Rules and Regulations, and agrees to comply therewith, as well as any additional rules and regulations that have been adopted by LANDLORD. A copy of the Community Rules and Regulations is attached and made part of this Agreement. TENANT is responsible for the acts of members of TENANT'S household, TENANT'S pets, occupants, guests and visitors. Violation of this Agreement or any Community Rule and Regulations may be cause for termination.

8.2 As more fully described in ORS 90.302, LANDLORD may charge TENANT a fee for each occurrence of the following: (a) A late Rent payment; (b) A dishonored check; (c) Removal or tampering with a properly functioning smoke alarm, smoke detector or carbon monoxide alarm; (d) The violation of a written pet agreement or of a rule relating to pets in the Community; (e) The abandonment or relinquishment TENANT'S Space/Home without cause, during the term of this Agreement; LANDLORD may also charge TENANT a fee for the following events of noncompliance: (a) The late payment of a utility or service charge that TENANT owes as described in ORS 90.315; (b) Failure to clean up pet waste from the Space or common area; (c) Failure to clean up garbage, rubbish and other waste from the Space; (d) Parking violations; (e) The improper use of vehicles within in the Community; (f) Smoking in a clearly designated nonsmoking area of the Community; (g) Keeping in the Community an unauthorized pet capable of causing damage to persons or property. LANDLORD may also charge TENANT a fee under second or subsequent events of noncompliance.

## 9. ASSIGNMENT AND SUBLETTING

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

## 10. 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 ten (10) days' notice in writing prior to the closing of a 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 and carbon monoxide detectors/alarms, and the applicable rules and regulations of the Community.
- (5) Paid to the LANDLORD all unpaid rents, fees, fines, deposits and charges.
- (6) Paid all unpaid taxes and assessments on the Home, prorated to the date of sale.
- (7) Timely completed all LANDLORD-Required Improvements/Repairs 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 any such notice received from the LANDLORD to the prospective purchaser who shall have the right to complete them 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-Required Improvements/Repairs 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 LANDLORD will have no obligation to accept the prospective purchaser as a new tenant or to permit the Home to remain in the Community.***

**TENANT(S) Initials:** \_\_\_\_\_

- (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 one or more smoke alarms approved under applicable law, and, where applicable, one or more carbon monoxide alarms;

(For more information, go to <http://www.oregon.gov/OSP/SFM/Pages/index.aspx>); (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.

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 “the 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 seven (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. If TENANT failed to give LANDLORD the required ten (10) day advance notice of intent to sell, the approval/rejection period is extended to ten (10) days or such longer period to which the LANDLORD and 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 prior tenant history or credit history; (c) unsatisfactory credit history; (d) unsatisfactory character references; (e) \*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) any adverse public information or public record information LANDLORD deems relevant to prospective purchaser’s qualifications as a tenant. \*(Note: By statute “criminal history” is limited to the following: Any (a) pending criminal charges, or (b) prior criminal convictions, if they resulted from crimes that are: (i) drug-related; (ii) against persons; (iii) sexual in nature; (iv) fraudulent in nature; or (v) that would adversely affect the property, health, safety, or peaceful enjoyment of the landlord, landlord’s agents, or tenants.)

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 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 or alternatively require that the Home be removed from the Community.

**TENANT(S) Initials:** \_\_\_\_\_

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. If TENANT sells TENANT'S Home without complete compliance with this Paragraph 10, LANDLORD may recover from TENANT any lost rents, fees, fines, 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.

K. ***TENANT understands that if TENANT fails to comply with one or more of the above requirements noted in this Section 10, LANDLORD will have no obligation to approve the prospective purchaser as a tenant in the Community.***

**TENANT(S) Initials:** \_\_\_\_\_

## **11. 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.

## **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, occupants, 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 residing in the Home, on a full or part-time basis, 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 10.C., above. If accepted as an additional tenant, such person shall be required to co-sign this Agreement or sign a new Agreement. This Paragraph 12.D shall apply even in those instances in which the new occupant does not intend to contribute toward the monthly Rent for the Space. Persons signing a Temporary Occupancy Agreement pursuant to ORS 90.275, shall not be required to financially qualify under LANDLORD'S Screening Criteria.

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 10.A.(8)(a) through (e) above, and all applicable Oregon laws.

G. Refrain from deliberately, recklessly or negligently destroying, defacing, damaging, impairing or removing any property owned by the Community, tenants, guests, pets or others in the Community, or knowingly permitting any occupant, 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. Provided, however, LANDLORD shall remain responsible for maintenance of all "hazard trees" in the Community pursuant to ORS 90.727.

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

J. (Not applicable unless box is checked.) Maintain a homeowner's policy of insurance that includes: (a) Coverage for fire in an amount sufficient to replace the Home; and (b) A general liability policy of not less than \$100,000 per occurrence. (Note: The liability policy should comply with ORS 90.222.) TENANT agrees to provide LANDLORD, upon request, with a current copy of such policy or policies.

**TENANT(S) Initials:** \_\_\_\_\_

### **13. 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) Prior to the termination date, resell the Home on site to a purchaser approved by LANDLORD. 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. 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 and remedy. If substantially the same violation reoccurs within 6 months following the date of issuance of the 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 it 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 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 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 TENANT or someone in TENANT'S control or TENANT'S pet commits an act covered by ORS 90.396 relating to the threat or infliction of personal injury or property damage upon the person or property of LANDLORD, LANDLORD'S representative, other tenants or third persons; or, TENANT has vacated the premises and the person occupying TENANT'S Home is doing so without LANDLORD'S written permission; or TENANT or someone in TENANT'S control commits any act, which is outrageous in the extreme, on the Space or in the immediate vicinity of the Space.
- (5) LANDLORD may terminate the tenancy prior to Ending Date identified in Section 3 above, if the facility or a portion of it that includes the Space is to be closed.
- (6) The preceding paragraphs (1)-(5) are not intended to limit LANDLORD'S right to terminate this Agreement 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 either 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 3, above.

#### **15. 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.

#### **16. 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, occupants, visitors, guests or invitees.

#### **17. SEVERANCE CLAUSE**

If any provision of this Agreement or any document incorporated into this Agreement is ruled invalid or otherwise unenforceable, the balance of this Agreement shall not be affected thereby, and each remaining 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 any provision of this Agreement is unenforceable, that ruling shall not be placed into evidence before a jury empanelled to hear any other dispute between LANDLORD and TENANT.

#### **18. NONWAIVER.**

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.



**19. ATTORNEY FEES, COSTS, DISBURSEMENTS**

In the event of suit, action or arbitration is 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.

**20. 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.

**21. 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.

**22. MODIFICATION OF AGREEMENT AND RULES**

A. **Modification of Agreement.** Except as provided in Paragraph 22.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 or more of an eligible spaces as defined in ORS 90.610, object in writing within 30 days of receiving the proposed change, the change shall become 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 Documents, as defined in Section 3, above.

C. ***TENANT understands and agrees that in the event of any changes in local, State or Federal laws affecting the parties' rights or remedies herein, LANDLORD, in LANDLORD'S sole discretion, may request that TENANT sign one or more written addenda expressly incorporating such changes into this Agreement. TENANT'S failure to sign such written addenda within ten (10) days of LANDLORD'S written request to do so shall constitute a breach of this Agreement. No such change shall be retroactively applied to any circumstance that occurred prior to the date such new law became effective. Notwithstanding the preceding, LANDLORD shall have no duty to amend, alter or adjust this Agreement due to any laws or ordinances enacted after the Commencement Date, regarding rent, rent control, rent adjustment, or any other limitation, restriction or provision affecting or limiting the amount of rent LANDLORD may charge for this Space.***

**TENANT(S) Initials:** \_\_\_\_\_

D. By executing this Agreement, TENANT acknowledges that TENANT has received a copy of this Agreement and a copy of the Community Rules and Regulations that are incorporated into this Agreement, and that TENANT has read them and understands them and is willing to abide by this Agreement and the Rules. TENANT understands that this Agreement and the Community Rules and Regulations are binding legal documents describing TENANT'S and LANDLORD'S rights and obligations. ***TENANT understands that it is LANDLORD'S recommendation that TENANT obtain the services of an attorney to review these documents before they are signed by TENANT.***

**TENANT(S) Initials:** \_\_\_\_\_

**23. MARIJUANA POLICY**

All tenants in the Community, their guests, occupants, invitees, contractors, employees, and others coming to their home, space, or common areas in the Community, are subject to the following rules regarding the manufacture, use, distribution or sale of marijuana for any purpose, including medical purposes:

**23.1. Prohibition.**

This Community strictly forbids the manufacture, use, distribution or sale of marijuana for any purpose, including medical purposes. Resident is responsible for informing their guests, invitees, contractors, employees, and all others of this Policy.

**23.2 No Reasonable Accommodations.** This Community will not agree to make a reasonable accommodation for the manufacture, use, distribution or sale of marijuana for any purpose, including medical purposes, to any residents, their occupants, guests, invitees, contractors, employees or others coming to the TENANT'S Home, Space or common area, based upon the State or Federal Fair Housing Amendments Act.**23.3 Violation.** Violation of this policy shall constitute a breach of the terms of TENANT'S right of occupancy in the Community, and entitle LANDLORD to issue TENANT a thirty (30) day curable notice of violation under ORS 90.630. A repeat violation within six months following the date of the first violation notice will result in a twenty (20) day non-curable notice of violation. Resident is responsible for informing their guests, occupants, invitees, contractors, employees or others coming to TENANT'S Home, Space, common area of this policy and for ensuring compliance. Notwithstanding the preceding, LANDLORD reserves the right, upon its sole discretion, to issue TENANT a non-curable 24-hour notice of violation under ORS 90.396 if TENANT'S activity constitutes a violation of said statute and/or a violation of this policy that could reasonably result in danger to the health, safety or welfare of others in the Community or interfere with their quiet enjoyment.**ADDITIONAL PROVISIONS**

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

**TENANT** \_\_\_\_\_

**TENANT** \_\_\_\_\_

**TENANT** \_\_\_\_\_

**TENANT** \_\_\_\_\_

**LANDLORD** \_\_\_\_\_

*(Insert name of owner or community)*

**BY** \_\_\_\_\_

*(Name of manager/agent for Landlord)*

