



## MHCO Form 05A: Addendum to Rental Agreement/Lease Agreement Dispute Resolution

Revised 10-15-2012 | This form is exclusively licensed to:

**A. INFORMAL MEETING.** If a dispute arises under this Agreement or the Park Rules and Regulations, TENANT may request a meeting with the park manager to discuss the dispute. TENANT'S request must be in writing and must explain the dispute. The park manager will meet with TENANT within 10 business days of receipt of a written complaint that has merit. If the informal meeting does not resolve the matter, either party may request mediation.

**B. MEDIATION.** Either TENANT or LANDLORD may request mediation of a dispute by notifying the other party in writing. Within 15 days of receipt of such a request, both parties shall attempt to agree upon a mutually satisfactory mediator. The parties and the mediator shall meet at an agreeable time and place within 15 days of the mediator's selection in an attempt to mediate the dispute. The mediator will select the time and place for the meeting and may, at his or her option, select another mediator for assistance. The parties and mediator will conduct the mediation with the intent that the matter be jointly settled at the time and a written agreement between the parties be drafted and signed. If either party does not agree with the solutions, either party may then request that the matter proceed to arbitration. If there is a cost for the mediation it shall be shared equally between LANDLORD and TENANT. Excepting only any signed settlement agreement or written documents voluntarily disclosed during the mediation, the contents of any communications between the participants and/or mediator shall be absolutely privileged and shall not be admissible during any trial or arbitration, except as otherwise permitted by Oregon laws.

**C. ARBITRATION.** If mutually agreed to by all parties, any dispute that is not resolved through mediation may be submitted to arbitration. Both parties shall attempt to agree on a single arbitrator. If the parties are unable to do so, each party shall select its own arbitrator, the two chosen arbitrators shall then select a third arbitrator. The costs of arbitration shall be shared equally by the parties. The arbitrator(s) will schedule and conduct a hearing. Within 10 business days of the arbitration hearing, the arbitrator(s) shall serve written notice of the decision on the parties. The arbitration decision shall be final and binding in accordance with Oregon Law. The failure to pay any advance deposit, fee or charge required by a mediator or arbitrator shall be deemed a waiver of the right to mediate or arbitrate.

**D. MATTERS NOT SUBJECT TO ALTERNATIVE DISPUTE RESOLUTION ("ADR").** The mediation and arbitration provisions of this Addendum shall not apply to the following matters: Closure of the park; sale of the park; rent (including but not limited to, amount, increase or non-payment of rent); or those matters for which a non-curable notice of termination may be given to TENANT under Oregon Law. LANDLORD shall have the right to issue a notice for termination prior to asking for ADR or even after TENANT has asked for ADR. Entering into ADR does not mean that LANDLORD has a duty to permit or waive any violations of Oregon Law, the Park Rules or the Rental Agreement. If, after issuance of a notice of termination, TENANT fails or refuses to request ADR of the matter within the time set forth in the notice, and LANDLORD files for eviction, TENANT shall be conclusively presumed to have waived the right to thereafter request ADR.

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

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

