

Commonwealth Real Estate Services

18150 SW Boones Ferry Road
 Portland, OR 97224
 (503) 244-2300
 (503) 768-4660 Fax

**MANUFACTURED HOME
 SPACE RENTAL AGREEMENT**

**FORM
 26**

1. **AGREEMENT.** This Agreement is entered into on this _____ day of _____, 20____
 by and between ("TENANT") _____
 and ("LANDLORD") _____

All occupants, age 18 or older, not identified above shall be required to sign an attached Occupancy Agreement.

If any occupants of the Space are under the age of 18 at the time of execution of this Agreement, they shall notify Landlord upon turning age 18 and shall sign this or another Agreement at that time. If any occupant vacates the Premises for any period exceeding six (6) months, LANDLORD reserves the right to require that they submit to a background and criminal check in the event they wish to return to this Space or occupy another space in this Facility.

A signed copy of this Agreement will be provided 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 YOU DO NOT UNDERSTAND, SEEK THE SERVICES OF AN ATTORNEY AND/OR INTERPRETER.**

2. **PREMISES RENTED.** LANDLORD hereby rents to TENANT Space # _____ located at:
 Address _____
 City of _____, Oregon, Zip _____
 The approximate dimensions/size of the Space is _____ by _____ or _____ square feet. TENANT has been shown by the LANDLORD the lot lines/boundaries/dimensions of the Space. TENANT acknowledges that the lot lines shown accurately depict said Space and are consistent with the approximate total square footage figures stated in this Rental Agreement and the Facility's Statement of Policy. TENANT also acknowledges that the total square feet as written in this Rental Agreement and Statement of Policy is approximate and accepts the Space dimensions "as is", with all faults known or unknown, and with no warranties expressed or implied. Further, TENANT agrees not to encroach beyond the boundaries of the rented Space, and agrees to immediately remove or relocate any structure(s) or improvements that are encroaching.

FACILITY INFORMATION. The Facility is commonly known as: _____ located at:
 Address _____

City of _____, Oregon, Zip _____

Mailing address if different than above: _____

Manager's name _____

Space # _____ Telephone # _____

The name, location and phone 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 represents that TENANT is the owner of the manufactured dwelling (the "Home") located upon the Space. The identity of the Home is as follows: (Make/Model/Year & Home Identification #) _____

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.

3. **FEDERAL FAIR HOUSING AGE CLASSIFICATION.** This Facility is classified as an:
- All Ages Facility, allowing tenants of all ages;
 - Age 55 or Older (at least one occupant must be verified as 55 years of age or older). Subsequent home sales for homes remaining in this Facility shall be limited to buyers meeting this age requirement;
 - Age 62 or Older (all occupants must meet the verified 62 years of age or older requirement). Subsequent home sales for homes remaining in this Facility shall be limited to buyers meeting this age requirement;
 - Other tenant age restrictions for additional occupants are as follows: _____

The LANDLORD reserves the right, in its sole discretion, to discontinue the age 55+ or 62+ classification at any time. The age classification of this Facility could also change at any time due to occupancy factors or changes in the law.

4. **TERM OF TENANCY.** The term of this agreement is:
 Month-to-month, commencing on _____, 20____

5. **NOTICES.** The authorized agent to act for and on behalf of the LANDLORD for the purpose of service of process and receipt of notices and demands is Commonwealth Real Estate Services at 18150 SW Boones Ferry Road, Portland, Oregon, 97224. All notices to or from LANDLORD or TENANT shall be in writing. Where written notice between LANDLORD and TENANT is required or permitted by this Agreement or Oregon law, it shall be by (a) personal delivery; (b) first class mail; (c) both first class mail and attachment at a designated location; or (d) any other method not expressly prohibited by law, such as electronic mail or facsimile transmission. 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 2 herein.

6. **RENT.** TENANT agrees to pay rent of \$_____ per month, payable in advance on the first (1st) day of each month. All rent checks shall be made payable to: _____.
 Rent shall be paid at the following address: _____.
 Rent may be increased as provided by Oregon law. Rent does not include security deposits, fees or utility or service charges. All deposits, fees, utility or service charges must be promptly paid when due with monthly rent or as otherwise provided herein. Nonpayment of such fees and charges may constitute grounds for eviction following issuance of a 30-day

MANAGER INITIALS _____

TENANT INITIALS _____/_____

notice in accordance with Oregon law. Security deposits, fees, utility or service charges may be increased in accordance with Oregon law.

7. **ADDITIONAL FEES, CHARGES and DEPOSITS.** In addition to rent, the following items shall be assessed and due on the same day as the rent unless otherwise specified:

Non-Refundable Fees and Charges:

Application Screening Fee(s)	\$	per applicant <i>(check or money order only)</i>
Late Charge	\$	per month
Returned Check Handling Charge	\$	per check
Utility Charge(s)	\$	
Utility Charge(s) (common areas)	\$	
Cable/Satellite/Internet Base Charge	\$	
Cable/Satellite/Internet Service Charge		10% of base charge
PASS-THROUGH UTILITY CHARGES MAY BE INCREASED BY PROVIDER WITHOUT NOTICE TO TENANT		
RV Storage Charge	\$	per vehicle per month
Additional Vehicle(s) Charge	\$	per vehicle per month
Key Charges Tenant acknowledges receipt of keys by initialing here _____/_____	\$	for mailbox key
	\$	for laundry room key
	\$	for RV storage key
	\$	for recreation center key
Violation Fees	\$	pet violation
	\$	parking violation
	\$	improper use of vehicle violation
Other Fees and Charges	\$	

No Cash Policy: FOR SECURITY REASONS THIS FACILITY HAS A NO CASH POLICY AND DOES NOT ACCEPT CASH PAYMENTS FOR ANY PURPOSE. Payments may only be made by personal check, cashier's check or money order. No two (2) party checks will be accepted.

Returned Checks/Items Policy: If two or more payments from or on behalf of TENANT have been returned, the Facility will no longer accept personal or business checks for this residence. All future payments to the Facility must be in the form of certified funds (i.e. money order or cashier's check).

If TENANT now has or acquires at any time during the term of this Agreement, or renewal thereof, one or more of the following: additional vehicle(s), recreational vehicle(s), pet(s), and/or other _____, TENANT shall be required to sign any and all necessary agreements which shall be incorporated into and become part of this Agreement. Any such possessions or acquisitions must comply with the Facility's rules and regulations.

Refundable Deposits:

Security Deposits may only be paid by cashier's check or money order

- No security deposit is required.
- LANDLORD acknowledges receipt of a refundable security deposit from TENANT 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 law, 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, or in accordance with applicable law. TENANT is responsible for providing to LANDLORD a written forwarding address prior to vacating the Space.

8. **PERSONAL PROPERTY, SERVICES, AND FACILITIES.** The following services are available to the point of connection at TENANT'S Space: sewage disposal, water supply, electrical supply and drainage if required by applicable law. Additional services and utilities may include garbage collection, natural gas, cable television, telephone, recycling, and _____.

TENANT shall pay for all utilities and services except: _____.
LANDLORD further agrees to make available the following personal property, services and facilities:

Non-essential personal property, services and facilities may be discontinued by LANDLORD in the future.

9. **PASS-THROUGH OF UTILITY AND SERVICE CHARGES.** If LANDLORD has agreed to pay one or more of the utilities, LANDLORD reserves the right to later bill TENANT separately for these or other utility or service charges assessed by a utility provider for services provided to or for Facility spaces or common areas. Such separately billed utility fees and charges shall not be considered to be rent, and increases in such utility or service charges may not be preceded by advance notice. If LANDLORD elects to install utility meters in the Facility, TENANT agrees to cooperate, in good faith, in permitting access to said Space for installation upon at least 24 hours advance notice. LANDLORD reserves the right to sub-meter utilities, and TENANT will be responsible for their own utility costs. LANDLORD reserves the right to separate utility costs from the rent at a later date if LANDLORD currently provides utilities as part of the rent.

10. **IMPROVEMENTS TO RENTAL SPACE OR HOME.** TENANT improvements refers to, without limitation, trees, shrubbery, landscaping, exterior painting or major repairs to the exterior of the Home, constructing or repairing fences, hot tubs, water features, play structures, trampolines, or other structures. Whether said improvements are requested by TENANT or LANDLORD, the following conditions apply: TENANT shall not make any improvements or erect additional structures on TENANT'S Space without submitting a complete and accurate written Site Improvement Plan (SIP), including a drawing specifying the requested improvement or alteration to TENANT'S Space and obtaining LANDLORD'S prior written approval. Said SIP shall include as applicable, a list of proposed plantings, materials, paint colors and start/completion dates. TENANT agrees to indemnify and hold LANDLORD, its employees, contractors, agents and representatives, harmless from and against all liens, costs, and attorney fees, incurred as a result of the failure to pay any contractor who provided labor, material, or other lienable items to the Space. If TENANT makes any improvement(s) without LANDLORD'S prior written approval, TENANT, at TENANT'S sole expense, may be required to remove such improvements and restore the Space to

MANAGER INITIALS _____

TENANT INITIALS _____ / _____

its previous condition. Additional causes for removal at TENANT's sole expense may include, but are not limited to faulty installation, disrepair, health and safety concerns and damage or potential damage to property. Although not considered improvements, additional items requiring LANDLORD approval include, but are not limited to, basketball hoops, swimming/wading pools and trampolines. Not all requests for improvements or additional items may be approved by LANDLORD. LANDLORD shall have the right to refuse to permit any improvements (including, but not limited to, basketball hoops, swimming/wading pools, trampolines, etc.) in LANDLORD'S sole discretion. On or before _____, 20____, TENANT shall provide LANDLORD with a SIP and complete the following improvements, including plantings, landscaping and/or repairs to the Space/Home:

Unless otherwise agreed in writing, TENANT is responsible to maintain any and all improvements (current and future) including, but not limited to, all trees, shrubbery, and landscaping within the boundaries of their Space, whether planted by TENANT or others. Maintenance shall include, but not be limited to: watering, spraying (fertilizer, pesticide, herbicide, etc.), mowing, raking, weeding, leaf and needle removal, edging, trimming, limb removal, and diseased, dead, or hazardous tree removal. The cost of such maintenance shall be the sole responsibility of the TENANT. The maintenance of TENANT's improvements on TENANT's Space, whether installed by TENANT or others, shall be TENANT's responsibility. Upon termination of the tenancy, all improvements and structures installed on TENANT's Space shall remain on the property except _____ or as determined by LANDLORD at the termination of the tenancy.

TENANT understands that all such work shall be performed in a workmanlike manner and in compliance with all applicable laws, ordinances and Rules and Regulations. Where local ordinances, Facility Rules and Regulations or the terms of this Agreement differ, the more restrictive shall apply. Once started, TENANT's failure to complete said improvements/repairs in accordance with the approved SIP, all applicable laws, ordinances, and Rules and Regulations shall be a violation of this Agreement and may be cause for termination of tenancy. All improvements shall be made in a manner that does not interfere with other tenants or cause damage to any property. TENANT shall indemnify, hold harmless and defend LANDLORD in the event of any damage or injury resulting from any work performed by TENANT or on TENANT's behalf, and is also responsible for any damage to Facility property, other real or personal property or injury to other persons.

11. FACILITY RULES AND REGULATIONS. TENANT agrees to comply with the Facility Rules and Regulations, a copy of which has been provided to TENANT, as well as any other additional Rules and Regulations which may be lawfully adopted by LANDLORD. TENANT is responsible for the acts of members of TENANT's household, TENANT's pet(s), guest(s), visitor(s), invitee(s) and any animal(s) accompanying the foregoing. Violation of this Agreement or any Facility rule, law or ordinance shall be cause for termination of this Agreement. Facility Rules and Regulations may be changed pursuant to Oregon law or unilaterally by LANDLORD to come into compliance with Oregon law.

12. ASSIGNMENT AND SUBLETTING. All homes must be owner occupied. TENANT shall not assign this Agreement or assign, sublet, or transfer possession of the Space, Home or any part thereof, without LANDLORD's prior written consent.

13. SALE OF MANUFACTURED HOME.

A. TENANT shall not sell TENANT's Home to a person who intends to leave it on the leased 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. Delivered to the LANDLORD notice in writing, at least ten (10) days prior to the proposed sale.
2. Referred the prospective purchaser to the LANDLORD to submit a complete and accurate rental application including applicable fees.
3. Delivered notice to prospective purchaser and the prospective purchaser's lienholder, if applicable, and seller's agent and/or buyer's agent, that the prospective purchaser may not occupy the Home until the prospective purchaser has been accepted by the LANDLORD, and has signed a new rental agreement.
4. Delivered notice to any lienholder, prospective purchaser, seller's agent and/or buyer's agent, the location of all properly functioning smoke alarms and, if applicable, carbon monoxide detector(s), the applicable Rules and Regulations of the Facility and any other required maintenance, improvements or repairs to the home or Space.
5. Removed any uncertified woodstove or fireplace insert, pursuant to Oregon law. (For further information, see: <http://www.deq.state.or.us/aq/burning/woodstoves/>)
6. Paid to the LANDLORD all unpaid rents, fees, deposits and charges or any other monies due.
7. Paid all unpaid taxes and assessments on the home, pro-rated to the date of sale.
8. Timely completed all repairs and/or improvements to the home due to disrepair or deterioration, as requested in any pending written notice(s) from the LANDLORD. If the time for completion has not yet expired, TENANT shall provide a copy of the written notice to the prospective purchaser who shall have the right to complete the necessary repairs and/or improvements within the time remaining in the notice (or as may be extended as allowed by Oregon law). TENANT understands that TENANT's failure to timely complete all LANDLORD requested repairs and/or improvements within the time provided in such notice (or as may be extended as allowed by Oregon Law) means that the Home must be removed from the Facility and that the LANDLORD shall have no obligation to accept the prospective purchaser as a new TENANT or to permit the home to remain in the Facility.
9. Delivered to LANDLORD a copy of any current written inspection report from an Oregon-certified and licensed home inspector, verifying that: (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 smoke alarm(s) and carbon monoxide detectors (if applicable) approved under applicable law; (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 Space, 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.

MANAGER INITIALS _____

TENANT INITIALS _____ / _____

In the event the prospective purchaser is approved, LANDLORD reserves the right to require that any material deficiencies noted in the inspection report, including but not limited to those items in Paragraph (13) (A 1 – 8) above be corrected. Prior to the prospective purchaser taking occupancy, proof that all noted deficiencies have been corrected, must be delivered to the LANDLORD in writing.

TENANT understands that if TENANT fails to comply with one or more of the above requirements noted in 1 – 8 above, LANDLORD will have no obligation to allow the home to remain in the Facility when it is sold to the prospective purchaser.

- B. At the time that the prospective purchaser submits an application for tenancy, LANDLORD shall provide said purchaser with copies of the Statement of Policy, with required exhibits, the Rental Agreement and the Rules and Regulations, Screening Policy/Criteria of the Facility and Pet Agreement, RV Storage/Extra Vehicle Agreement (collectively referred to as “the Facility Documents”), including any conditions imposed on a subsequent sale. The Facility 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. LANDLORD shall have the right, in LANDLORD’S sole discretion, to reject the prospective purchaser as a tenant based upon the following Screening Policy/Criteria: (a) unsatisfactory rental references; (b) the absence of any prior tenant history or credit history; (c) unsatisfactory credit history; (d) unsatisfactory character references; (e) any 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 or fails to sign a new written rental or lease agreement; (k) the number of additional occupants; (l) the number, size, type or condition of vehicles (m) adverse information contained in any public record or any condition specified in the current Community screening policy/criteria. Rental Applications are open for a period of 45 days from the date the application is approved. Approved applicant(s) must execute a Rental Agreement within that time period.
- D. In the event TENANT or TENANT’S predecessor makes or has made any improvements or alterations to the interior or exterior of the home, other structures or the Space prior to its sale, which did not conform to all applicable local, state and federal building and construction standards 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 this sale.
- E. In the event TENANT is not the owner of the home at the time of sale, LANDLORD shall have the right to require, as a condition of consent to the sale, that the home be brought up to all applicable local, state and federal building and construction standards in existence at the time of this sale or alternatively require that the Home be removed from the Community.
- F. No signs may be used which do not meet the size, placement or character requirements prescribed in the Facility Rules and Regulations. All signs must be professionally prepared, and not contain any false, defamatory, derogatory or offensive material.
- G. 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 the 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. Once rejected, LANDLORD shall have no further duty to review another rental application from the prospective purchaser.
- H. Except as otherwise provided in this Agreement and Oregon Law, LANDLORD shall not deny TENANT the right to sell TENANT’S home within the Facility, nor shall LANDLORD exact a commission or fee from the sale of the home unless LANDLORD has acted as the agent for the Seller pursuant to written contract. Provided, however, if LANDLORD approves the prospective purchaser, LANDLORD reserves the right to require that the new Rental Agreement with the prospective purchaser contain provisions requiring repairs and/or improvements to correct any disrepair, deterioration or, where applicable, to come into compliance with all local, state, and federal building and construction standards in existence at the time of this sale.
- I. The prospective purchaser may not occupy the Space until the prospective purchaser has been accepted as a TENANT by LANDLORD and until LANDLORD and the prospective purchaser have fully executed a written Rental Agreement. LANDLORD may evict potential purchasers who move into the Facility without a written agreement in accordance with Oregon law.
- J. LANDLORD may impose new terms and conditions of occupancy and sale, including new Statement of Policy, Rental Agreement and Rules and Regulations upon the prospective purchaser. 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. Such terms and conditions and documents need not be the same as those in this Agreement, Statement of Policy or Rules and Regulations.

If TENANT sells TENANT’S home without complete compliance with Section 13 in its entirety, LANDLORD may recover from TENANT any lost rent, fees, charges and 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.

14. ABANDONMENT. If TENANT abandons the home or TENANT’S other personal property, LANDLORD may sell the home or other personal property in accordance with Oregon law and may be reimbursed for certain costs associated with the sale, removal and/or disposal of the home. TENANT agrees to pay, upon demand, all costs and expenses incurred by LANDLORD in storing, removing or disposing of the home or other personal property, including reasonable charges, court costs and attorney fees incurred by LANDLORD associated with obtaining possession of the Space and the storage, sale, or other disposition of TENANT’S property.

15. TENANT’S OBLIGATIONS. TENANT agrees to the following:

- A. To install the TENANT’S manufactured home and any accessory building or structure on a rented Space in compliance with applicable laws, this Agreement and the Facility Rules and Regulations.

MANAGER INITIALS _____

TENANT INITIALS _____ / _____

- B. To keep the rented Space in every part free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin as the condition of the rented Space permits and to the extent that the TENANT is responsible for causing the problem. The TENANT shall cooperate to a reasonable extent in assisting the LANDLORD in any reasonable effort to remedy the problem.
- C. Except as provided by this Agreement, to dispose from the Home and the rented Space all ashes, garbage, rubbish and other waste in a clean, safe and legal manner. With regard to needles, syringes and other infectious waste, as defined in ORS 459.386, the TENANT may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local government agencies.
- D. To use the rented Space and the Facility common areas in a reasonable manner considering the purposes for which they were designed and intended.
- E. To be responsible for and to pay all damages caused by the acts of TENANT, other occupants of TENANT's Space, TENANT's pet(s), guest(s), visitor(s) and invitee(s) and any animal(s) accompanying the foregoing.
- F. 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.
- G. To hold LANDLORD harmless for loss or damage to TENANT's property unless caused by LANDLORD's gross negligence or willful misconduct.
- H. To not permit any person not listed in this Agreement to occupy TENANT's Home without LANDLORD's written consent. "Occupy" shall mean living in the home more than 14 days, or in the event this differs from the Facility Rules and Regulations, the more restrictive shall apply, whether consecutive or nonconsecutive, during any 12 month period. All persons 18 years of age or older or emancipated minors desiring to occupy the home in excess of 14 days during any 12 month period shall be required to complete a TENANT rental 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 Policy/Criteria set forth in Paragraph 13 (C) above. If accepted as an additional tenant or occupant, such person shall be required to co-sign this Agreement or other agreement(s) as determined by LANDLORD. This paragraph shall apply even in those instances in which the additional tenant or occupant does not intend to contribute toward the monthly rent for the Space.
- I. To pay all taxes on the home when they become due. TENANT agrees to provide LANDLORD, upon request, verification that all taxes have been paid, when due.
- J. To maintain the home in accordance with the conditions set forth in Paragraph 10 and the conditions in Paragraph 13(A)(8).
- K. To refrain from destroying, defacing, damaging, impairing or removing any property owned by the Facility or others in the Facility, or permitting other occupants of TENANT's Space, TENANT's pet(s), guest(s), visitor(s) and invitee(s) and any animal(s) accompanying the foregoing, to do so.
- L. To maintain Space landscaping on a regular and consistent basis. This includes but is not limited to mowing, weeding, fertilizing, edging, watering, pruning, trimming, raking and proper disposal of any and all landscaping debris.
- M. To neither disturb the peaceful and quiet enjoyment of others at the Facility, including but not limited to trespassing, nor permit other occupants of TENANT's Space, TENANT's pet(s), guest(s), visitor(s) and invitee(s) and any animal(s) accompanying the foregoing, to do so.
- N. To keep the Home, and the rented Space, safe from the hazards of fire. Maintain a homeowner's policy of insurance; which includes coverage for fire in an amount sufficient to replace the home, improvements and additional structures. Such policy shall include general liability coverage of not less than \$100,000. Such minimum may be subject to adjustment, with not less than 90 days notice to TENANT, based on changes in the Consumer Price Index (CPI). TENANT agrees to provide LANDLORD, upon request, with a current copy of such policy.
- O. To install and maintain in the home a smoke alarm, and if applicable, a carbon monoxide detector approved under applicable law.
- P. To install and maintain storm water drains on the roof of the home and connect the drains to the drainage system, if any.
- Q. To use electrical, water, storm water drainage and sewage disposal systems in a reasonable manner and maintain the connections to those systems.
- R. If applicable, to sign a pet agreement and provide proof of liability insurance. The TENANT shall make the LANDLORD a co-insured for the purpose of receiving notice in the case of cancellation of the insurance.

16. TERMINATION OF TENANCY.

- A. **BY TENANT.** TENANT may terminate this tenancy by giving not less than 30 days written notice to LANDLORD. If such notice is given, TENANT agrees to remove TENANT's Home and additional improvements and structures as referenced in paragraph 10 which are required or permitted to be removed from the Space by the termination date in the notice. Once notice has been given, LANDLORD shall not be required to permit TENANT to remain at the Space beyond the period stated in the notice, even if LANDLORD has not yet found another TENANT for the Space. TENANT shall be responsible for any and all damages caused to the Facility during move out. TENANT shall leave the Space free of any and all debris and in such condition as to permit LANDLORD to immediately accept another home. Even if home has been removed, TENANT shall be responsible to pay a storage fee in the amount equal to the current monthly rent until the Space is properly cleared and in a rentable condition.
- B. **BY LANDLORD.** LANDLORD may terminate the tenancy under the following circumstances:
 - 1. If TENANT or TENANT's additional occupant(s) provide false, fraudulent, or misleading information or references in their application for rental or occupancy which resulted in LANDLORD offering TENANT an agreement for rental or occupancy, LANDLORD may terminate the TENANT's tenancy by giving TENANT not less than 30 days written notice.

MANAGER INITIALS _____

TENANT INITIALS _____ / _____

2. If 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 Facility Rules and Regulations. TENANT may avoid such termination by correcting the specified violation within 30 days or such longer time provided in the written notice from LANDLORD describing the violation. However, if substantially the same act or omission that constituted a prior violation of which notice was given recurs within six (6) months after the date of the notice, LANDLORD may terminate the tenancy upon at least 20 days written notice specifying the violation and the date of termination of the tenancy.
3. By giving not less than 10 days written notice of non-payment if TENANT fails to pay rent within seven (7) days after rent becomes due, or 144 hours written notice of non-payment if TENANT fails to pay rent within four (4) days after the rent becomes due.
4. If LANDLORD has given TENANT three or more notices for non-payment of rent within the previous 12 months. LANDLORD may terminate the tenancy by giving TENANT not less than 30 days written notice concurrent with or after the third or subsequent notice for non-payment of rent within the previous 12 months.
5. By giving not less than 24 hours written notice specifying the cause if TENANT or someone in TENANT's control or TENANT's pet commits an act covered by Oregon law relating to the threat or infliction of personal injury or property damage upon the person or property of LANDLORD, LANDLORD's agent, other TENANT's 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 premises or in the immediate vicinity of the premises.
6. By giving TENANT not less than 30 days written notice if it is determined that TENANT is a predatory sex offender under ORS 181.585 to 181.587.
7. If LANDLORD intends to cease operation of the Facility or change the use of any part thereof.
8. By giving not less than 30 days written notice if TENANT allows their home/Space to become deteriorated or dilapidated. If the disrepair or deterioration does not cause a safety or health situation to the Landlord or others tenants, the TENANT may ask for an extension of a maximum of sixty (60) days. If the disrepair or deterioration would cause a safety or health situation to the Landlord or other tenants, there will be no extension.
9. By giving not less than 30 days written notice with cause for failure to pay late fees, utilities, pet fines or any other charges per TENANT's Rental Agreement.
10. LANDLORD reserves the right to terminate the tenancy pursuant to any other Oregon law.

17. DISPUTE RESOLUTION. In the event that a dispute arises between LANDLORD and TENANT concerning the interpretation or enforcement of this Agreement or the Facility Rules and Regulations, either party shall have the right to have the matter handled through the alternative dispute resolution ("ADR") process set forth herein. 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.

- A. **INFORMAL MEETING:** If a dispute arises under this Agreement or the Facility Rules and Regulations, either party may request a meeting to discuss the dispute. The request must be in writing, explain the dispute and have merit. Said meeting may be either in person or by telephone and shall take place within 10 business days of the written request. If the informal meeting does not resolve the matter, either party may request mediation within 30 days of the informal meeting.
- B. **MEDIATION:** If the dispute was not resolved in the informal meeting as described in Paragraph 17 A above, either TENANT or LANDLORD may request mediation of a dispute by notifying the other party in writing. Within 15 days of receipt of the written request, both parties shall attempt to agree upon a mutually satisfactory mediator. If there is a cost for the mediation, it shall be shared equally between LANDLORD and TENANT. The parties and the mediator will select a time and place within 15 days of the mediator's selection in an attempt to mediate the dispute. The mediator may, at his or her option, select another mediator for assistance and such cost shall be shared equally between LANDLORD and TENANT. The parties and mediator will conduct the mediation with the intent that the matter be jointly settled at that time and a written agreement between the parties shall be drafted and signed. If the dispute is not resolved through mediation, and if both parties agree, the dispute may proceed to arbitration. The arbitration procedure shall be in accordance with Paragraph 17 C below. Any requests for arbitration shall be made prior to the expiration of the mediation session.
- C. **ARBITRATION:** If both parties agree, 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.

If either party does not want the arbitration to be final and binding, this must be stated in writing prior to arbitrating any disputes. If the parties do not agree to have the dispute arbitrated, the step after mediation is court.

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.

MATTERS NOT SUBJECT TO ALTERNATIVE DISPUTE RESOLUTIONS

The mediation and arbitration provisions of this section shall not apply to the following matters:

- a. Closure of the Facility.
- b. Sale of the Facility.
- c. Rent (including but not limited to, amount, increase or non-payment of rent).
- d. Matters for which a non-curable notice of termination may be given to a TENANT under Oregon law.

MANAGER INITIALS _____

TENANT INITIALS _____ / _____

LANDLORD shall have the right to issue a notice of termination prior to asking for Alternative Dispute Resolutions ("ADR") or even after TENANT has asked for ADR. Entering into ADR does not mean that the LANDLORD has a duty to permit or waive any violations of Oregon Law, the Facility Rules and Regulations or this 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.

- 18. **INDEMNIFICATION BY TENANT.** TENANT shall indemnify, hold harmless and defend LANDLORD from and against any and all claims(s), action(s), damage(s), liability(ies) and expense(s), 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 or out of the occupancy or use by TENANT of the premises or any part thereof, caused wholly or in part by any act or omission of the TENANT, TENANT's pet(s), TENANT's household and/or other occupant(s), TENANT's visitor(s), guest(s) or invitee(s).
- 19. **SEVERANCE CLAUSE.** If any provision of this Agreement or any other agreements or documents between the parties are ruled invalid, voidable or otherwise unenforceable, by an arbitrator(s) or court of law, the remainder of this Agreement or other agreements or documents shall not be affected and all other terms and provisions shall be valid and enforceable to the fullest extent permitted by Oregon Law.
- 20. **WAIVER.** Subject to Oregon law, LANDLORD's failure to enforce any provision of this Agreement, Facility Rules and Regulations or any other agreements or documents shall not be deemed a waiver of LANDLORD's right to do so on future occasions.
- 21. **ATTORNEY FEES, COSTS AND DISBURSEMENTS.** In the event of suit, action, arbitration is filed to enforce or interpret any provision of this Agreement, Facility Rules and Regulations or any other agreements or documents, 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 necessary disbursements.
- 22. **INSPECTION.** By signing this Agreement, TENANT agrees that TENANT has carefully inspected the Facility and Space, and has found them to be in the condition as represented by LANDLORD. In the event that TENANT has purchased the Home from a previous TENANT in this Facility, TENANT represents that TENANT has carefully inspected the same and acknowledges that neither LANDLORD, nor LANDLORD'S agents, employees or representatives have not guaranteed or warranted the condition of said Home to TENANT.
- 23. **CONDEMNATION.** LANDLORD shall be exclusively entitled to any payment or award for the taking of any portion of the Facility 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.
- 24. **MODIFICATION OF AGREEMENT AND RULES.**
 - A. LANDLORD may propose changes in the Facility Rules and Regulations, including changes that make a substantial modification to LANDLORD's bargain with TENANT, and unless TENANTS in 51 percent of the eligible spaces in the Facility object in writing within 30 days of receiving the proposed change, the change shall be effective for all TENANTS on a date not less than 60 days after the day that the notice was served by LANDLORD on TENANT.
 - B. TENANT understands and agrees that in the event any changes in local, State or Federal laws affect LANDLORD's or TENANT's rights or remedies under this Agreement, TENANT will promptly sign one or more written addenda submitted by LANDLORD expressly incorporating those changes into this Agreement. Provided, however, any such changes shall not be retroactively applied to any circumstance that occurred prior to the date such new law became effective unless permitted or required by law. TENANT's failure to promptly sign such written addenda shall constitute a breach of this Agreement.
 - C. Except as provided for in Paragraph 24 B above, 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.

ADDITIONAL PROVISIONS:

BY EXECUTING THIS AGREEMENT, TENANT ACKNOWLEDGES THAT ENGLISH IS THE PREVAILING LANGUAGE IN THIS FACILITY. **IF INTERPRETATION SERVICES ARE NEEDED, TENANT(S) IS ENCOURAGED TO SEEK SUCH SERVICES PRIOR TO SIGNING THIS AND OTHER FACILITY DOCUMENTS.** TENANT HAS RECEIVED A COPY OF THIS AGREEMENT AND A COPY OF THE FACILITY RULES AND REGULATIONS AND THAT TENANT HAS READ THEM AND UNDERSTANDS THEM AND IS WILLING TO ABIDE BY THIS AGREEMENT AND THE FACILITY RULES AND REGULATIONS IN THEIR ENTIRETY. TENANT UNDERSTANDS THAT THIS AGREEMENT AND THE FACILITY 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 AND/OR INTERPRETER IF NECESSARY TO REVIEW THESE DOCUMENTS BEFORE THEY ARE SIGNED.**

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

TENANT

Print Name

Sign Name

TENANT

Print Name

Sign Name

LANDLORD

Print Name of Facility

Print Manager/Agent Name

Sign Manager/Agent Name

MANAGER INITIALS _____

TENANT INITIALS _____ / _____