



# FACILITY RENTAL AGREEMENT 2F

Name(s) of Residents: \_\_\_\_\_

Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1. **Description of Premises.** The approximate size of space rented is \_\_\_\_\_ sq. ft. or \_\_\_\_\_ x \_\_\_\_\_. The name of the facility or park is \_\_\_\_\_, whose address is \_\_\_\_\_.

The Fair Housing Classification is \_\_\_\_\_ All age \_\_\_\_\_ 55 and older \_\_\_\_\_ 62 and older. If 55 and older park other age restrictions are \_\_\_\_\_ Description of home is \_\_\_\_\_.

2. **RENTS.** The Resident agrees to pay monthly rent of \$ \_\_\_\_\_ in advance on the \_\_\_\_\_ day of each month at \_\_\_\_\_ during the term of this agreement.

Rent is deemed paid on the date it is received at this location.

Checks are to be made payable to: \_\_\_\_\_.

Rent may be increased in accordance with Oregon law and will be preceded by a 90 day written notice of such increase. Rent does not include utilities, late fees, pet violation fees, or service or utility charges as described in ORS 90.315(4) or 90.510(9).

3. **Term of Agreement.** This term of agreement is month to month beginning \_\_\_\_\_ **OR** this agreement is for the fixed term beginning \_\_\_\_\_ and ending \_\_\_\_\_. If before the ending date, the Owner/Agent provides the Resident with a new lease as provided by law and the Resident doesn't execute that lease, this Agreement will terminate without further notice from the Owner/Agent.

4. **Manager and Owner/Agent.** Park Manager Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

The owner, or person authorized to act for and on behalf of the owner, for service of process and receiving and receipting for notices and demands is: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## 5. Fees, Charges and Deposits.

### LATE FEE:

If payment is not received by midnight on the 4<sup>th</sup> day (select one only)

\_\_\_\_\_ One charge per rental installment \$ \_\_\_\_\_ /mo. limited to amount customary in rental area.

\_\_\_\_\_ Per-day late fee shall not exceed \$ \_\_\_\_\_ /day 6% of amount customary in rental area.

\_\_\_\_\_ Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof. \$ \_\_\_\_\_ /5 days

|                                     |          |
|-------------------------------------|----------|
| Security Deposit (refundable)       | \$ _____ |
| Pet Violation (per occurrence)      | \$ _____ |
| Delivery of Notice charge           | \$ _____ |
| RV Storage (per RV per month)       | \$ _____ |
| Utility Charges (common area)       | \$ _____ |
| Utility or Service Charges          | \$ _____ |
| Extra Vehicles over _____ per month | \$ _____ |
| Installation charges                | \$ _____ |
| Returned check charge               | \$ _____ |
| Applicant screening fee             | \$ _____ |
| Other                               | \$ _____ |
| Other                               | \$ _____ |

Resident Initial \_\_\_\_\_ Resident Initial \_\_\_\_\_

The Owner/Agent acknowledges receipt of a security deposit of \$\_\_\_\_\_. The deposit can be used by the Owner/Agent to remedy defaults under this agreement. In accordance with Oregon law, Owner/Agent 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. Services.** The Owner/Agent will provide the following services to the point of connection at the Resident's space: water, sewer, and electricity. **O=Owner/Agent Pays: R=Resident Pays:**  
Owner/Agent will also provide the following personal property, services and facilities: \_\_\_\_\_.

|                   |             |
|-------------------|-------------|
| _____ Electricity | _____ Water |
| _____ Cable       | _____ Sewer |
| _____ Garbage     | _____ Gas   |

Types of utilities or services to be charged to Resident: \_\_\_\_\_  
Basis for apportionment of utility or service charges to common areas: \_\_\_\_\_

The Resident is responsible to provide and test as appropriate their home smoke alarms and replace as needed.

**7. Occupancy.** The following persons may occupy the premises: 1) \_\_\_\_\_ 2) \_\_\_\_\_  
3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

Only those persons listed above may reside in the dwelling.

**8. Improvements to the Rented Space.** Resident may not make any improvements or erect any additional structures to the rented space without the written permission of the Owner/Agent. All improvements or additional structures including landscaping become the property of the Owner/Agent upon termination of the tenancy by either the Resident or the Owner/Agent except as stated: \_\_\_\_\_

Resident shall landscape the space (if not already landscaped) by this date \_\_\_\_\_, weather permitting. All work shall be in compliance with applicable laws and all work shall be done in a workmanlike fashion. The Owner/Agent has agreed that the Resident will make the following improvements to the space: \_\_\_\_\_

\_\_\_\_\_ and the Owner/Agent will make the following improvements to the space \_\_\_\_\_

**9. Resident's Behavior.** Resident is responsible for the conduct of all occupants, guests, and visitors (and their pets or other animals); and for their damage to the property of Owner/Agent or other tenants.

**10. Rules and Regulations.** Resident will comply with the attached set of Rules and Regulations as well as any additional rules that may be lawfully adopted. The Owner/Agent can terminate the tenancy if the Rules and Regulations are not followed. Resident acknowledges that not all Rules and Regulations have to be identical for all Residents at all times. The Rules and Regulations can be changed by the Owner/Agent with a 60 day notice unless one person in at least 51 percent of the eligible spaces files a written objection within 30 days. The objection can be (a) an individual written communications to the Owner/Agent or (b) a petition format that shall include a copy of the proposed Rule or Regulation of the notice.

If state or federal statutes change the Resident's or Owner's rights or remedies under this agreement in regards to tenancy, Resident will agree to those changes as required by changes in the statutes or ordinances. Failure to sign an acknowledgment of these changes when presented by the Owner/Agent to the Resident is grounds for termination of the tenancy.

**11. Service of Notices.** Notices that are required to be given by either Resident or Owner/Agent shall be by (1) personal delivery, (2) first class mail or (3) both first class mail and attachment at a designated location. If the notice is to the Resident, the attachment shall be at the main entrance of the dwelling unit. If the notice is to the Owner/Agent, the attachment shall be at the address of the agent as listed in section 4.

**12. Dispute Resolution.** Should an issue arise regarding the interpretation or enforcement of this Agreement or Rules and Regulations, Resident and Owner/Agent each have the right to use alternative dispute resolution to handle the dispute.

Resident Initial \_\_\_\_\_ Resident Initial \_\_\_\_\_

Dispute Resolution Policy: To encourage Residents and Owner/Agents to settle disputes, it is the policy of the Park that each issue with merit shall be given a fair hearing within 30 days of receipt of a formal complaint. Park management will meet and confer with the complainant. If the dispute is not resolved, the Owner/Agent will offer an informal mediation process with Oregon State Manufactured Dwelling Park Ombudsman or another neutral party.

Arbitration Policy: Any dispute that is not resolved through mediation may, if agreed to by both parties, 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 agreed upon and 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 laws.

We will not mediate or arbitrate disputes relating to: (a) Park closure; (b) Park sale; or (c) Rent, including the amount of rent, rent increases, and nonpayment of rent.

**13. Use of Common Areas or Facilities.** The Owner/Agent may require a deposit to cover the potential costs associated with the use of the common areas or facilities. Residents will not be required to post a bond or acquire an insurance policy as a precondition for the use of the area. The Owner/Agent agrees to allow the use of the area or facility for resident association meetings, resident organizing meetings or other lawful resident activities.

**14. Pets.** Pets are not allowed without written permission of Owner/Agent. If pets are allowed, Resident must execute a Pet Agreement, which can address behavior, control, sanitation, number, type and size of any pets and which will require Resident to provide proof of liability insurance with Owner/Agent listed as co-insured.

**15. Guests, Assignment and Subletting.** Resident shall not assign or sublet any part of this agreement or rented space without written consent by the Owner/Agent. Written permission is required for any guest to remain more than \_\_\_\_\_ days in any \_\_\_\_\_ month period.

**16. Sale of Manufactured Dwelling.** Resident agrees to give Owner/Agent at least 30 days' written notice before the sale of the home. The Resident agrees not to sell the dwelling to any person who intends to leave the dwelling on the rental space until the Owner/Agent has approved the person as a Resident. The Owner/Agent has the right to reject the applicant based upon such factors as: the number and types of pets, number of occupants, credit references, failure to provide proof of age (if the park is not an all age park), criminal records, amount of income, prior rental records, character references and/or, failure of applicant to sign the rental agreement. Resident agrees to complete any repairs or improvements to the home for which Resident has received a notice of disrepair or deterioration pursuant to ORS 90.632.

Owner/Agent may impose new conditions of occupancy and sale upon the prospective purchaser, as permitted by law.

If Resident sells dwelling without complying with this section of this Agreement, the Owner/Agent can recover from Resident any loss of rent, charges, deposits, and any other costs incurred by the Owner/Agent, as Owner/Agent enforces this Agreement against the new owners of Resident's dwelling, including Owner/Agent's attorney fees, costs and disbursements in any action or appeal.

**17. Termination of Tenancy.**

(A) By Resident

After giving Owner/Agent at least 30 days' written notice, Resident may terminate the tenancy and remove dwelling from rented space. All improvements or additional structures to the rented space, including landscaping, become the property of the space rented except as agreed by Owner/Agent in writing. Resident will fill any holes created and remove any debris caused by removal of his dwelling, accessories or landscaping.

(B) by Owner/Agent

(1) The Owner/Agent may terminate the tenancy if the Resident or any person under the Resident's control:

(a) Violates a law or ordinance related to the Resident's conduct as a Resident, including but not limited to a material noncompliance with ORS 90.740;

Resident Initial \_\_\_\_\_ Resident Initial \_\_\_\_\_

