

# TEMPORARY OCCUPANCY AGREEMENT

DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_  
 RESIDENT NAME(S) \_\_\_\_\_  
 \_\_\_\_\_  
 UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 TEMPORARY OCCUPANT \_\_\_\_\_ END DATE OF TEMPORARY OCCUPANCY \_\_\_\_\_

This agreement allows a guest of a resident to become a temporary occupant of the premises.

The Temporary Occupant listed above is not a resident entitled to occupy the dwelling unit to the exclusion of others and does not have the rights of a resident. The Temporary Occupant must sign and adhere to the community rules which are attached and incorporated as part of this agreement. Failure to adhere to the community rules is a material violation of this agreement and the Rental Agreement.

This agreement may be terminated by the Resident listed above without cause at any time. Owner/Agent may terminate this agreement for cause that is a material violation of the temporary occupancy agreement and/or ORS 90.325 and 90.340 and/or all provisions of the parties' Rental Agreement except those items relating to: rent, fees, security deposits, payment of utilities, renter's insurance, and co-signers. The Temporary Occupant does not have the right to cure a violation that causes Owner/Agent to terminate this agreement.

The Temporary Occupant is not entitled to written notice of termination of this agreement by Owner/Agent or Resident. The Temporary Occupant shall promptly vacate the premises if Owner/Agent terminates this agreement for material violation of the terms referenced herein or at the end date of this agreement. Except as provided in ORS 90.449, Owner/Agent may terminate the tenancy of Resident as provided under ORS 90.392 or 90.630 if the Temporary Occupant fails to promptly vacate the dwelling unit or if Resident materially violates this agreement.

This agreement may only be extended or renewed upon written consent of Owner/Agent, Resident and the Temporary Occupant.

The Temporary Occupant shall be treated as a squatter if he/she continues to occupy the dwelling unit after a tenancy has ended or after Resident revokes permission for the occupancy by terminating this agreement.

The Temporary Occupant is on the Premises in the role of a live-in caregiver pursuant to an approved reasonable accommodation request from Resident. The following items apply to the live-in caregiver in addition to the terms described above:

1. The live-in caregiver shall reside in the unit only to provide support services to Resident(s) requiring assistance.
2. If Resident(s) requiring assistance no longer resides in the unit for any reason, including moving voluntarily, eviction or death, or no longer requires assistance, the live-in caregiver shall have no rights or privileges to remain on the Premises and must vacate the Premises immediately.
3. If the live-in caregiver voluntarily vacates the Premises and then desires to return to the Premises as a temporary occupant, a new reasonable accommodation request and screening must be submitted and approved prior to the signing of a new temporary occupancy agreement.

All parties have read and agree to the terms of this agreement.

X RESIDENT	DATE	X RESIDENT	DATE
X RESIDENT	DATE	X RESIDENT	DATE
X RESIDENT	DATE	X RESIDENT	DATE
X TEMPORARY OCCUPANT	DATE	X OWNER/AGENT	DATE