214(03/14)

TEMPORARY OCCUPANCY AGREEMENT

DATE: ___ ___ ___

TENANT NAME(S): _____

RENTAL ADDRESS: _____ UNIT# _____

CITY: _____ STATE: _____ ZIP: _____

1. **PURPOSE:** This is an Amendment to the Rental Agreement dated ___ ___ ___ between:

_____ (the "Landlord") and

_____ (the "Tenant(s)")

(*list all original Tenants listed in the rental agreement*) for the premises described above. The purpose of this Amendment is to allow the below stated individual to become a Temporary Occupant of the Tenant's dwelling.

2. **TEMPORARY OCCUPANT:** _____ ("Temporary Occupant") may move into the premises as a temporary occupant under the Rental Agreement.

3. **DATES:** Temporary Occupant may move in on ___ ___ ___. This agreement will terminate on ___ ___ ___.. If the termination date is left blank, the agreement is for an indefinite time.

4. **REQUIRED TERMS:**

I. The Temporary Occupant:
   a. Is not a tenant entitled to occupy the dwelling unit to the exclusion of others; and
   b. Does not have the rights of a tenant.

II. The temporary occupancy agreement may be terminated by:
   a. The Tenant(s) without cause at any time; and
   b. The Landlord only for cause that is a material violation of the temporary occupancy agreement.

III. The Temporary Occupant does not have the right to cure a violation that causes a Landlord to terminate the temporary occupancy agreement.

IV. The Tenant is not the Temporary Occupant and the tenancy does not consist of solely a temporary occupancy.

5. **ADDITIONAL AGREEMENTS:** This temporary occupancy agreement is subject to the following (check all that apply):

a. ○ The Rental Agreement
a. ○ Rules and Regulations
c. ○ Parking Agreement
d. ○ Pet Agreement
e. ○ Smoking Policy
f. ○ Ventilation, Mold & Mildew Addendum
g. ○ Other (Describe _____)
h. ○ Other (Describe _____)

Temporary Occupant acknowledges receiving a copy of all of the agreements/documents/addendum checked above. Temporary Occupant acknowledges and the parties agree that a breach or violation of any of the above-checked agreements by the Temporary Occupant shall be a material breach of this agreement and grounds for the Landlord to terminate this agreement.

6. **TERMINATION:** Landlord or Tenant(s) may terminate this agreement at any time as specified in section 4 by giving actual notice to the Temporary Occupant. If this agreement is terminated, the Temporary Occupant shall promptly vacate the dwelling unit. If the Landlord terminates this agreement or this agreement terminates by its own terms and the Temporary Occupant fails to vacate promptly, Landlord may terminate the tenancy of the Tenant(s) as provided by ORS 90.392. If the Tenant(s) materially violates the temporary occupancy agreement, the Landlord may terminate the tenancy of the Tenant(s). The termination rights set forth herein shall be in addition to, and not in limitation of, any other termination rights Landlord may have under any applicable law.

7. **HOLDOVER BY TEMPORARY OCCUPANT:** If the Temporary Occupant continues to occupy the dwelling after a tenancy has expired or after the Tenant(s) revokes permission for the occupancy by terminating the temporary occupancy agreement, the Temporary Occupant shall be treated as a squatter.

8. **OTHER PROVISIONS:**

_____

_____

X_____ Landlord/Owner/Agent Date

X_____ Tenant Date

X_____ Tenant Date

X_____ Tenant Date

X_____ Temporary Occupant Date

EQUAL HOUSING OPPORTUNITY

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