TEMPORARY OCCUPANCY AGREEMENT

TENANT INFORMATION

TENANT(S): _____

ADDRESS: _____ UNIT: _____

CITY: _____ STATE: _____ ZIP: _____

AGREEMENT

1. PURPOSE. This is an Amendment to the Rental Agreement dated the (Date)_____ between _____ (Landlord) and _____ (Tenants) for the premises located at: _____ .

The purpose of this Amendment is to allow the below stated individual to become a temporary occupant of the tenant's dwelling as a guest of the tenant.

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

3. DATES. Temporary Occupant may move in on (Date)_____. This agreement will terminate on (Date)_____. 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;
   b. Does not have the rights of a tenant.

II. The temporary occupancy agreement may be terminated by:
   a. The tenant without cause at any time;
   b. The landlord only for cause that is a material 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
b. ____ Rules and Regulations of the Rental Agreement
c. ____ Parking Agreement
d. ____ Pet Addendum
e. ____ Smoking Policy
f. ____ Mold Addendum

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.

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6. TERMINATION. Landlord or tenant 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 as provided by ORS 90.392. If the tenant materially violates the temporary occupancy agreement, the landlord may terminate the tenancy of the tenant.

7. HOLDOVER BY TEMPORARY OCCUPANT: If the temporary occupant continues to occupy the dwelling after a tenancy has expired or after the tenant revokes permission for the occupancy by terminating the temporary occupancy agreement, the temporary occupant shall be treated as a squatter.

8. OTHER PROVISIONS.

_____

_____

_____

_____

_____ _____

Date Date

_____ _____

Landlord/Agent/Owner Tenant

_____

Tenant

_____

Temporary Occupant

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