

## **“Person in Charge” Authorization for Multi-family Properties**

**Property Location:** \_\_\_\_\_

1. I hereby authorize the Gresham Police Department and its officers to act as the “Person In Charge” (as that term is defined in ORS 164.205(5)) of the above described property for the purpose of excluding persons from this property who violate established rules or otherwise endanger the health and safety of residents, or are otherwise unauthorized. This permission is granted voluntarily and is valid until revoked in writing.
2. I further authorize the Gresham Police Department and its officers to act as my agent to enforce trespass laws against persons who unlawfully enter or remain upon the property.
3. I understand our relationship under this agreement is not intended as an express or implied representation that I will receive any special service from the City of Gresham, its Police Department, employees, or other agents.
4. I represent that each existing tenant has, and each new tenant will, sign a "lease enabling provision" either in the Lease or in a separate addendum. This provision ensures the owner or agent in charge of the premises has control over all common areas of the property (i.e. laundry rooms, courtyards, sidewalks, parking lots), and authorizes the owner or agent to exclude persons from the common areas for misconduct, including prohibiting the invitation of an excluded person as a guest. I understand that the City of Gresham and the Gresham Police Department are not providing legal advice by providing a sample “lease enabling provision,” and I understand that it is recommended that I have a private attorney review the lease enabling provision prior to incorporation into rental agreements.
5. I agree to insert a “Rules of the Community” or other such similar criteria for exclusion in each tenant’s rental contract, or addendum thereto. This provision ensures that the tenant agrees to comply with the specified rules, requires their guests and visitors to so comply, and understands that their visitors or guests may be excluded for engaging in conduct that violates these rules or any other criteria for exclusion.
6. I agree to post in plain visual sight at least one or more "No Trespassing" signs with the State of Oregon Criminal trespass law, ORS 164.245 number under the 'no trespassing' text on the sign.
7. I agree to release and/or waive any claim or action that I, my business or anyone who may act on my behalf may have against the City of Gresham, its Council, Mayor, employees or agents for loss of life, bodily injury, damage to property or damage to reputation arising out of or occurring while the City, its Council, Mayor, employees or agents are operating under a reasonable belief that they are acting pursuant to the terms of this authorization.
8. Further, I agree to hold harmless, defend, and fully indemnify the City of Gresham, its Council, Mayor, employees or agents from any legal action brought by or on the behalf of any person or persons excluded or any other person or organization who may take legal action as the result of an exclusion. I also hereby represent that I have the authority to make this representation for the above described property.

9. I have lawful control of the described premises by virtue of the fact that I am an owner of the premises or otherwise have lawful authority over it to the extent required to make this authorization.
10. The authorization granted herein is not intended to diminish my ability to control the above-described premises. I remain a person in charge of the premises notwithstanding my delegation of authority to the Gresham Police Department and its officers. The authorization granted herein is not intended by me to limit my legal or equitable remedies if I choose to enforce my rights by other means against violators of the listed criteria for exclusion.
11. I have completed the attached Trespass Agent contact form which designates a Trespass Agent for the property. The Trespass Agent must be available for contact 24 hours a day and 7 days per week. **I agree to notify the Gresham Police Department of any changes to the Trespass Agent or his or her contact information.**
12. I agree to respond to any and all subpoenas and subsequent court appearances as required to prosecute any individuals arrested by officers of the Gresham Police Department.
13. The Gresham Police Department may decline to issue exclusions, at its sole discretion, or if the owner or agent fails to comply with the above conditions. In addition, failure to comply with the above conditions may result in the Gresham Police Department being unable to pursue trespass arrests or prosecution.
14. The Property Owner / Agent must attach the below forms at the time the signed authorization is submitted to the City of Gresham.
  - Sample of Lease Enabling Provision that has been provided to all tenants
  - Sample of property rules that has been provided to all tenants
  - Trespass Agent designation (completed)

**PROPERTY OWNER OR AGENT INFORMATION**

Property Owner's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Property Manager's Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Agent's Name: \_\_\_\_\_  
 Job title or nature of authority: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT ORIGINAL SIGNED FORM BY MAIL TO:**

**Gresham Police Department  
 Attn: Neighborhood Enforcement Team  
 1333 N.W. Eastman Parkway  
 Gresham, OR 97030**