

RENTAL AGREEMENT-OR



New Resident Transfer # _____ Lease Renewal File Update Start Date _____ End Date _____

Date: _____ Property Name: _____
 Property - Onsite Address: _____ Email Address: _____
 Owner/Agent: _____ Web Address: _____
 Owner/Agent Address: _____ (address, city, zip)

Resident(s): _____

Premises Address: _____ City: _____ State: _____ Zip: _____ Unit #: _____

Resident accepts the use of emails for actual notices Name / email address: _____

TERM: The parties agree to a: Phone #: _____

Fixed Term Lease commencing on the _____ and ending on _____.

Month tenancy commencing on _____.

Owner/Agent's Smoking Policy is described in the addendum included with this Rental Agreement.

MONTHLY CHARGES

Premises \$ _____
 Additional Rent (Pet): \$ _____
 Additional Rent (Garage): \$ _____
 Other Rent: \$ _____
 Other: \$ _____
 Utilities: \$ _____
TOTAL MONTHLY CHARGES: \$ _____

DEPOSITS

Security Deposit \$ _____
 Pet Deposit \$ _____
 Garage Deposit \$ _____
 Additional Security Deposit for _____ \$ _____
 Additional Security Deposit for _____ \$ _____
 Execution Deposit Paid \$ _____

FEES

Dishonored Check Fee: \$ _____ plus any charges bank imposes on Landlord

Smoke/Carbon Monoxide Alarm Tampering Fee: \$250.00
 Late Payment of a Utility: \$ _____ (Not to exceed \$50)
 Failure to Clean Pet Waste: \$ _____ (Not to exceed \$50)
 Failure to Clean Garbage/Rubbish: \$ _____ (Not to exceed \$50)
 Parking Violations/Improper Use of Vehicles: \$ _____ (Not to exceed \$50)

Late Payment of Rent \$ _____ (A late fee is assessed when rent is not received by the end of the 4th day of the rental period)

Other Fees(Describe): _____ \$ _____

ACCOUNTING

Proration Totals (Proration Method Used): _____

Rent Due at Move In/Renewal: \$ _____ (From _____ thru _____)

Second Rent Payment: \$ _____ (Monthly Charges \$ _____ Concession \$ _____)

Other monthly charge(s) \$ _____ (From _____ thru _____)

Total Move-In Accounting:

Monthly Rent \$ _____
 Application Fee(s) \$ _____
 Total Deposits \$ _____
 Execution Deposit Paid (\$ _____)
 Other/Concession (\$ _____)
 Other: \$ _____
 Utilities (prorated) \$ _____
 Application Fee(s) Paid (\$ _____)
Due at Move-In \$ _____

- Check here if Renter's Insurance is required (minimum liability insurance \$100,000)
- An Early Termination Fee Does Not Apply (See Section 6)
- Check here if dwelling unit is in a 100 Year Floodplain
- If checked, deposits will be held by Owner

Special Provisions and Disclosures: No Cash Accepted.

Pet / Animals (Listed only if Approved): _____

Approved for use: Waterbed Aquarium Musical instrument

Any yard included in the leased premises will be maintained by: _____

VEHICLES (Approved by Owner/Agent - No other vehicles permitted on the premises)

MAKE	MODEL	STATE	LICENSE PLATE #

OTHER OCCUPANTS

FIRST NAME	LAST NAME	DATE OF BIRTH	FIRST NAME	LAST NAME	DATE OF BIRTH

EMERGENCY/DEATH CONTACT INFORMATION

Name: _____ Address: _____ Phone: _____

I/WE HAVE READ AND AGREE TO THE RULES AND REGULATIONS LISTED ON ALL PAGES OF THIS AGREEMENT.

Resident X		Date:
Owner/Agent X		Date:

IF APPLICABLE, REAL ESTATE BROKER APPROVAL: INITIALS:

DATE:

UTILITIES

PAID FOR/ PROVIDED BY	ELECTRICITY	WATER	SEWER	GARBAGE	BASIC CABLE	GAS	OTHER	SERVICE CHARGE FOR UTILITIES, ETC. (\$ OR %)
OWNER	<input type="checkbox"/>							
RESIDENT	<input type="checkbox"/>							

SMOKE ALARMS & CARBON MONOXIDE ALARMS: Resident acknowledges and Owner/Agent certifies that the unit is equipped with a smoke alarm and, if required, a carbon monoxide alarm and that the smoke alarm and the carbon monoxide alarm have been tested and are operable at this time. It is Resident's responsibility to test the smoke alarm and carbon monoxide alarm every six (6) months, replace dead batteries as required, and notify Owner/Agent in writing of any operating deficiencies. Resident shall not remove or tamper with a functioning smoke alarm or carbon monoxide alarm, including removing working batteries, and Owner/Agent may charge a fee of up to \$250.00 for any such conduct.

TYPE OF SMOKE ALARM: BATTERY ELECTRIC ELECTRIC WITH BATTERY BACKUP

TYPE OF CARBON MONOXIDE ALARM: BATTERY ELECTRIC ELECTRIC WITH BATTERY BACKUP Initial Here: _____

RULES AND REGULATIONS

- TERM:** (a) Month-to-Month Tenancy: If this Rental Agreement consists of a month-to-month tenancy, then (i) either party may terminate tenancy by giving the other at least 30 days' written notice to terminate during the first year of occupancy; (ii) Resident may terminate tenancy by giving the Owner/Agent 30 days' written notice to terminate after the first year of occupancy; and (iii) Owner/Agent may terminate the tenancy by giving the Resident 60 days' written notice to terminate after the first year of occupancy. "First year of occupancy" is defined as all periods in which any of the Residents have resided in the dwelling unit for one year or less. (b) Lease/Conversion: In the event that the parties are subject to a lease for a term, Resident shall then give Owner/Agent written notice of Resident's intention to vacate the premises upon the expiration of the term at least thirty (30) days prior to the expiration of the term of the Lease. In the event Resident fails to give such notice, this Agreement shall continue on a month-to-month basis under the same terms and conditions set forth herein (excepting that Owner/Agent may increase rent, other fees/charges, and/or modify rules and regulations) unless Owner/Agent otherwise terminates the Lease and/or month-to-month tenancy. Nothing in this paragraph shall be deemed to prohibit and/or restrict either party's right to terminate any tenancy, modify the monthly rent obligation, and/or change rules and regulations, via any other legal method.
- RENT:** Rent shall be paid, in advance, on or before the first day of each rental period. Owner/Agent is not required to accept any checks or other forms of payment from any person who is not a Resident. Owner/Agent's acceptance of any check from any person not listed on the Lease Agreement shall not automatically create a tenancy with that third party. Under no circumstances will the Owner/Agent accept cash for rent.
- FAILURE TO PAY:** If Resident fails to pay rent by the end of the fourth day of the rental period, then Owner/Agent may thereafter serve upon Resident a 144 Hr Notice of Termination for Nonpayment of Rent. If Resident fails to pay rent by the end of the seventh day of the rental period, then Owner/Agent may thereafter serve upon Resident a 72 Hr Notice of Termination for Nonpayment of Rent. If any Resident payment is made by insufficient fund check (NSF Check), Owner/Agent reserves the right to thereafter require subsequent Resident payments to be made by cashier's check or money order for a period of not less than 6-months.
- APPLICATION OF PAYMENTS:** Payments received by Residents during the tenancy may, at Owner/Agent's sole option, be applied in the following order: (1) first to any amounts due to Owner/Agent for deposits, fees, damages, repairs, utilities, and other non-rent items; (2) second to unpaid rent for prior months; (3) toward the current month's rent; and (4) finally toward late charges.
- SECURITY DEPOSIT:** Owner/Agent may claim all or part thereof reasonably necessary to remedy Resident's defaults in the performance of this Agreement and to repair damage to the premises caused by Resident, and/or his/her guests and/or pets, not including ordinary wear and tear. To claim all or part of this deposit, Owner/Agent shall give Resident, after termination of the tenancy and delivery of the premises to Owner/Agent, a written accounting which states specifically the basis or bases of the claim, and the portion not so claimed shall be returned to the Resident. Owner/Agent may recover damages in excess of the security deposit to which the Owner/Agent may be entitled. Owner/Agent shall be entitled to charge Resident for Owner/Agent's own time spent remedying property defects caused or allowed by Resident. Security deposit monies may be placed in an interest bearing client trust account maintained by the Owner/Agent. The Resident will not receive interest on any security deposits. No security deposit will be refunded or returned until the last Resident has vacated the premises.
- EARLY LEASE TERMINATION FEE:** An Early Lease Termination Fee Does Does Not Apply. (a) If this rental agreement consists of a fixed term lease, and Owner/Agent has not checked the box stating that the Early Termination Fee does apply, and Resident fails to fulfill the term of the lease for any reason, then Owner/Agent shall be entitled to pursue any and all default remedies, including damages, allowed by law. Said default remedies and damage claims shall include, without limitation, a right to procure (i) repayment of any concessions granted to Resident, (ii) any concessions given to any replacement Resident as an inducement to procure said replacement Resident; (iii) rent through the end of the day immediately preceding the commencement of a new tenancy with a new Resident or the natural lease expiration date set forth in this Rental Agreement, whichever is earlier; (iv) any rent losses arising out of re-letting the premises to a replacement Resident at a lesser rent rate than that set forth in this rental agreement; and (v) all expenses associated with obtaining a new Resident and re-renting the premises, including, without limitation, all advertising and administrative expenses. (b) If the Early Termination Fee box has been checked by Owner/Agent, and the Early Termination Fee therefore does apply, then Owner/Agent may charge Resident an Early Termination Fee of \$ _____ (one-and-one-half times the monthly rent if left blank) if Resident fails to fulfill the term of the Lease for any reason. Said Early Termination Fee shall be due and payable to Owner/Agent upon the earlier of Resident's service upon Owner/Agent of a notice of intent to terminate the tenancy, or the date upon which the Owner/Agent first knew or should have known of Resident's abandonment or relinquishment of the premises. In addition to said Early Termination Fee, Resident shall pay to Owner/Agent (i) all rent, fees, and charges owed to Owner/Agent through the date Owner/Agent knew or should have known of Resident's abandonment or relinquishment of the premises; (ii) an amount sufficient to repair or replace all damage to the premises and/or common areas exceeding normal wear and tear; and (iii) interest thereon at the maximum permissible statutory prejudgment interest rate from the date the debt first arose. In the event you intend to prematurely terminate your Lease pursuant to the early termination option, Owner/Agent would appreciate receiving, but is not requiring service of, a Notice of Intent to Terminate Tenancy from you at least 30 days prior to your termination date.
- RENTERS INSURANCE:** If renters insurance is required, as noted on page 1 of agreement, then Resident shall obtain and maintain insurance with a minimum of \$100,000 of liability coverage. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the premises and thereafter within three business days following any request from Owner/Agent for proof of current insurance coverage. Failure to maintain such insurance in full force and effect throughout the tenancy shall constitute a material non-compliance with this Agreement. Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property. Except to the extent prohibited by law, Resident, on behalf of himself and Resident's insurers, hereby waives any right to subrogation against Owner/Agent or their agents, employees or insurers with respect to any loss or damage relating to Resident's property to the extent such loss or damage is covered by Resident's renters insurance. Owner/Agent does not waive any subrogation rights its insurers may have.

Initial: _____
- KEYS:** Resident acknowledges the receipt of _____ keys to the dwelling unit, _____ keys to the laundry facility, _____ remote control, _____ keys to the mailbox, and _____ electronic access card(s). Resident agrees to pay \$ _____ for each lost key, \$ _____ for each remote and \$ _____ for each lost access card. Resident may not distribute, provide or allow use of their keys, remotes or access keys to any persons not parties to this Lease Agreement.
- LOCKS:** There shall be working locks on all outside doors; Owner/Agent shall provide Resident with keys for same. Resident shall not change, modify, or install any locks to the unit, mailbox, storage, garage, etc., without prior written approval from management. Changing any locks or keys provided by Owner/Agent without written approval is a material violation of the Lease Agreement. If Owner/Agent discovers any locks changed in violation of this provision, Owner/Agent shall be entitled to change the locks and charge Resident for all expenses associated therewith.
- NSF FEES:** If any check from Resident fails to clear the bank, a fee of \$ _____ will be assessed, in addition to any bank fees, if any, and that Resident shall further reimburse Owner/Agent for any amount that a bank has charged Owner/Agent for processing the dishonored check.
- NON-COMPLIANCE FEES:** Owner/Agent may charge Resident(s) a non-compliance fees of \$50.00 for any of the following acts of noncompliance: failure to pay when due utility or service charges owed to Owner/Agent; failure to properly dispose of pet waste from a part of the premises and/or common areas other than the dwelling unit; failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit; violating any applicable parking rules or regulations; and/or improperly using a vehicle within the premises and/or common areas.
- PETS, WATERBEDS, AND MUSICAL INSTRUMENTS:** No animals shall be kept by Resident or visit in or about the premises and/or common areas without prior written approval from Owner/Agent and payment of an additional Security Deposit. No waterbeds are permitted without prior written approval from Owner/Agent. No musical instruments are permitted without prior written approval from Owner/Agent. Nothing herein shall be construed so as to mandate Owner/Agent's written approval.
- RENT INCREASE:** Owner/Agent may not raise Resident's rent during the initial Lease term. After the initial Lease term, or at any time during a month to month tenancy, the Owner/Agent may raise the rent with proper written 30-day notice. This paragraph shall not limit any increases to extra charges, which are not considered rent for the rental unit, including

- without limitation, extra charges for cable television, internet service, washers, dryers, parking spaces and/or utilities, all of which may be increased at any time (including during any Lease term) in the event the actual cost to the Owner/Agent for providing the same to Resident increases.
14. **NOTICES:** All notices required under the Rental Agreement or State law to be in writing shall be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from the Owner/Agent to the Resident shall be deemed served on the day and at the time it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. If served by first class mail and attachment, a notice from the Resident to the Owner/Agent shall be deemed served on the day it is both mailed by first class mail to the Owner/Agent at the address set forth on the first page of this Agreement as Owner/Agent's address for receipt of notices and attached in a secure manner to the main entrance of the apartment community office, if one exists, and if not, to the Owner/Agent's address for receipt of notices, as identified in this Agreement. If the main entrance to the community office and/or the Owner/Agent's address for receipt of notices is located inside a building, the notice should be attached to the main entrance of such building. Owner/Agent is authorized to accept notices on behalf of the owner of the premises.
 15. **ACTUAL NOTICES:** Whenever state law requires actual notice, such notice may be served by one or more of the following methods: a) verbally to the Owner/Agent or Resident or by leaving a message on the Owner/Agent or Resident's voicemail system; b) written notice that is personally delivered to Owner/Agent or Resident, left at the rental office, sent by fax to Owner/Agent's residence or rental office or to Resident's dwelling unit, or attached in a secure manner to the main entrance of the Owner/Agent's residence or Resident's dwelling unit; c) written notice is delivered by first class mail to Owner/Agent or Resident, which notice shall be considered served three days after the date the notice was mailed; or d) if the Resident's approve email actual notice on the Rental Agreement by checking the box. Resident is responsible for informing Owner/Agent of changes to email address.
 16. **RIGHT TO ENTER:** Owner/Agent may enter the premises without the consent of the Resident (a) in the case of an emergency; or, (b) pursuant to a court order. Except in the case of an emergency or if it is impractical to do so, Owner/Agent shall give Resident at least twenty-four (24) hours' notice of intent to enter the premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services or exhibit the premises to prospective or actual purchasers, mortgagees, Residents, workmen, or contractors. Resident's failure to allow Owner/Agent access to the premises in accordance with the foregoing provisions shall constitute a material breach of this Lease. Resident expressly agrees that demands or requests by Resident to reschedule entries that are scheduled to occur following service of a twenty-four (24) hours' notice of intent to enter may be construed as a denial of Owner/Agent's lawful right to enter. The foregoing provisions shall not apply if Resident has abandoned or surrendered the premises. For purposes of this paragraph, "Owner/Agent" shall include Owner/Agent's agents, employees, contractors, and subcontractors.
 17. **EXTERMINATING:** Unless prohibited by statute or otherwise stated in the Lease, Owner/Agent may conduct extermination operations in Residents' premises' several times a year and as needed to prevent insect infestation. Owner/Agent will notify Residents in advance of extermination in Residents' Apartment, and give Resident instructions for the preparation of the premises and safe contact with insecticides. Residents will be responsible to prepare the premises for extermination in accordance with Owner/Agent's instructions. If Residents are unprepared for a scheduled treatment date Owner/Agent will prepare Residents' premises' and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner/Agent in writing. Residents agree to perform the tasks required by Owner/Agent on the day of interior extermination to ensure the safety and effectiveness of the extermination.
 18. **GUESTS:** Guests are considered to be any person(s) other than those specifically listed on this Rental Agreement. Guests shall be strictly prohibited from staying in the rental unit longer than 10 consecutive days or a total of 20 days within any 12 month period of time. For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight. The Resident will be strictly responsible for any and all actions of their guest. Guests may be directed to leave the property and may be barred from returning to the premises or apartment community for any reason, including, without limitation, when they substantially interfere with the quiet enjoyment or comfort of any Resident or if they damage, deface, or destroy any property belonging to the community, its Residents or interfere with management.
 19. **EXCLUSIONS / CONTROL OF COMMON AREAS:** We may exclude from the apartment community any person(s), including, without limitation, person(s) who have been (a) previously evicted from the apartment community; (b) who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules; (c) who, in our judgment, have disturbed, harassed, threatened and/or intimidated other Residents, neighbors, visitors, Owner(s) and/or Owner's agents. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a Resident, occupant, or guest of a specific Resident in the community. If, after notice to you, you allow any excluded person to enter, remain in, and/or occupy your dwelling unit and/or any garage or storage space, said allowance shall constitute a material breach of this Rental Agreement and shall provide a valid basis for terminating your tenancy. The Owner and Owner's agents retain control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5). Common areas shall include, without limitation, any locations shared by Residents, such as laundry rooms, courtyards, hallways between dwellings, building entryways, and parking lots. This clause may not apply on property where there are no areas commonly shared by multiple Residents (e.g., most single family detached dwellings)
 20. **RESIDENT(S) TERMINATION NOTICE:** Any valid termination notice received from any one Resident may, at Owner/Agent's sole option, be considered a termination notice from all Residents. Any Resident not giving the notice who desires to remain in the Premises may be required to submit updated financial information and requalify under Owner/Agent's then-current criteria.
 21. **QUIET TIME:** "Quiet Time" is 10 p.m. to 8 a.m. During quiet time, Residents and their guests shall not play musical instruments, televisions, radios, stereos or tape equipment, or make any other noise, which can be heard outside or beyond the Resident's premises'. The playing of music in vehicles at any time, which can be heard by, and/or is disturbing to, the other Residents or guests is prohibited.
 22. **ABSENCES:** Resident(s) shall notify Owner/Agent of any absence in excess of seven (7) days, no later than the first day of said absence.
 23. **HOUSEHOLD COMPOSITION:** The premises shall be occupied only by those persons listed above as Resident(s) and/or additional Occupants. Additional household members who are not guests (as defined above) must be approved by Owner/Agent prior to occupancy and must qualify for tenancy within the unit under Owner/Agent's screening criteria. This paragraph shall not be construed as a waiver of Owner/Agent's right to refuse any such approval.
 24. **SUBLETTING/ASSIGNMENT:** Resident shall not sublet and/or assign any interest in this Rental Agreement and/or in or to the premises.
 25. **PREMISES UPKEEP:** Resident shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to Owner/Agent in as good condition as when received, ordinary wear and tear by the Resident excepted. No storage of personal belongings is permitted on decks, porches or public areas except outdoor patio furniture. Residents are responsible to keep all areas around their unit clean and clear of clutter and to keep an egress of at least 36 inches clear from the door to the walkway or steps. Residents are not allowed to attach any item to the building without prior written approval from the Owner/Agent. Any alterations to the premises, including interior and exterior window coverings and porch shades or awnings, must be approved in advance by Owner/Agent. Resident must pay for all approved alterations that are not considered routine maintenance (i.e., air conditioners, screen doors, etc.). An exception is made for approved reasonable accommodations. Resident agrees to keep all areas of the premises under control of the Resident in every part as clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the Resident is responsible for causing the problem.
 26. **DAMAGES:** Resident agrees to assume all liability for, defend, hold harmless, and indemnify, Owner/Agent from and against any and all claims, demands, actions or causes of action, including all costs and attorney fees incurred in conjunction with Owner/Agent's defense and/or resolution of any claims or demands relating thereto, caused, allowed, relating to, and/or arising out of the negligent or willful conduct of Resident, Resident's invitees or Resident's guests in, on or upon any part of the premises and/or any common areas, and to be responsible for any damage, loss or breakage to/of Resident's personal property, equipment, fixtures or appliances therein or thereon not caused by Owner/Agent's misconduct or willful neglect. Owner/Agent assumes no responsibility for Resident's personal property stored in or near the premises and/or common areas. In the event Resident, Resident's invitees or Resident's guests cause any damage to the premises, other Resident's premises, any portion of the common area, and/or any other property owned/managed by Owner/Agent, then Resident shall pay to Owner/Agent the cost of repairs and/or replacement within 30 days after Owner/Agent's notice to Resident of the amount due unless other payment arrangements have been made, in writing, with Owner/Agent.
 27. **CARPET CLEANING:** Owner/Agent may deduct the cost of carpet cleaning regardless of whether the Resident cleans the carpet before delivery of possession.
 28. **BARBECUES:** Resident must fully comply with all applicable laws, codes and regulations related to the use of barbecues. Charcoal barbecues are not allowed at any place at any time on the Premises and/or common areas. Gas/propane grills must be at least 4 feet from any exterior siding when in use.
 29. **DANGEROUS/FLAMMABLE MATERIALS.** No paints, oils, gasoline or any flammable material or environmentally hazardous materials will be permitted in the Resident's premises, garages, carports, and/or storage areas. Resident understands that it is the Resident's responsibility to ensure that all combustible and/or potentially combustible items are kept at least nine to twelve inches (9-12") away from all heat sources in their unit, as recommended by fire officials, in order to prevent a potential fire hazard.
 30. **SATELLITE DISHES:** No satellite dishes are permitted without prior written approval by Owner/Agent.
 31. **MAINTENANCE REQUESTS/EQUIPMENT FAILURE:** Except in the event of an emergency, maintenance requests shall be submitted to Owner/Agent in writing. Resident will be responsible for damages if Resident fails to promptly notify Owner/Agent of any maintenance deficiencies Resident will immediately report in writing all failures of equipment, essential services, or needs for repair. Resident shall not tamper with the heating system, appliances, locks, doors, light fixtures, smoke alarms or carbon monoxide alarms. Owner/Agent shall not be liable for damages of any kind caused from lack of heat, refrigeration or any other services to the Premises arising out of any accident, act of God, or situations beyond the control of Owner/Agent.
 32. **MAINTENANCE EMERGENCIES:** Residents understand that the following emergencies require urgent response or are considered to be essential services that require the Owner/Agent's immediate attention. Residents shall immediately contact the Owner/Agent, Owner/Agent's appointed agent, and/or answering service for all such emergencies. If any of the following questions can be answered with a "YES", immediately notify the Owner/Agent of the problem. (1) Water: (a) Is the water causing damage to the premises? (b) Does the water appear to present a safety hazard? (c) Is the water flowing despite having been turned off? (d) Does there appear to be a substantial leak? (e) Is the dwelling unit flooding? (f) Is the hot water inoperative? (2) Electric: (a) Has electricity been shut off to the premises? (b) Are there any indications that smoke or fire is present? (c) Does the electrical problem involve a circuit breaker that will not stay set or a fuse that keeps blowing? (3) Gas: (a) Has the gas been shut off to the premises? (b) Is there a strong odor of gas present? (IF YOU ANSWER "YES" TO (3)(b) THEN IMMEDIATELY VACATE THE UNIT AND CALL 911); (4) Sewer: (a) Is there a toilet that is backed up, not draining, and/or overflowing? (b) Is the sewer system backed up, slow to drain, and/or flooding? (5) Heating: (a) Has all heat been turned off to the unit? (6) Security: (a) Has damage occurred which prevents the Resident from securing their unit? (7) Major Appliances: (a) Is the refrigerator inoperative? (b) Is the stove inoperative? (8) Other: (a) Has damage occurred as a result of fire, police, or medical emergency response? An unreasonable number of calls to the Owner/Agent and/or Owner/Agent's agents for non-emergency maintenance will be considered a material violation of the Lease and good cause for termination of tenancy. Failure to comply with this section which results in damage to the unit or premises' will be considered a material violation of the Lease and good cause for termination of tenancy.

33. **CONDUCT-PEACEFUL ENJOYMENT:** The Resident agrees to conduct himself or herself, and to cause other persons who are on the premises with the Resident's consent to conduct themselves, in a manner which will not disturb any neighbor's peaceful enjoyment of their premises and/or common areas and will act in a manner that will be conducive to maintaining the premises in a decent, safe and sanitary condition. The Resident agrees to refrain and to cause other persons who are on the premises with their consent to refrain from illegal activity or any other activity that impairs the physical or social environment of the premises. The discharge of firearms including all guns, air-soft guns, paintball guns, sling shots and any other projectile armory that could cause harm is prohibited on or near the premises.
34. **CONDUCT-PROHIBITED:** (1) Resident or anyone under Residents control shall not violate any city or county ordinance or state or federal law in or about the premises; (2) If Resident is convicted of a crime committed during the tenancy that would have constituted grounds for denial under the screening and admissions criteria, this will be considered grounds for termination of the Lease Agreement; (3) Resident shall not allow a person on the premises after having been advised by the Owner/Agent that the individual has been trespassed from the property; (4) Resident, members of the Resident's household, guests, or any other person under the Resident's control shall not engage in criminal activity, including illegal drug activity, on or near the premises and shall not engage in any activity that constitutes a threat to people or property on or near the premises; (5) The Owner/Agent, after 24 hours' written notice specifying the cause, may immediately terminate the rental Agreement in any of the following situations or under any circumstances that would permit the issuing of a 24 hour termination notice under the Oregon Resident Owner/Agent and Resident Act: (a) Resident, someone in Resident's control or Resident's pet seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon the Owner/Agent, other Residents, or other neighbors or persons in the vicinity of the property; (b) Resident or someone in Resident's control intentionally inflicts any substantial damage to the premises; (c) Resident, someone in the Resident's control, or the Resident's pet commits any act which is outrageous in the extreme. An act "outrageous in the extreme" includes, but is not limited to, the following acts which the Resident or person in the Resident's control has in fact committed on the premises or in the immediate vicinity of the premises: (i) Prostitution or promotion of prostitution; (ii) Manufacture, delivery, or possession of an illegal drug or other controlled substance on or near the premises; (iii) Intimidation, including the act of seriously threatening, or physically harming, people or property out of a perception regarding a person's race, color, religion, national origin, familial status, handicap, age, or sexual orientation; or (iv) Burglary. With regard to "acts outrageous in the extreme" as described in this section, an act can be proven to be outrageous in the extreme even if it is one that does not violate a criminal statute.
35. **UTILITIES:** Resident shall immediately procure, retain, pay for, and not allow to be disconnected or discontinued, all utilities for which Resident is responsible.
36. **TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in connection with the application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of the tenancy under the rental criteria, either then or currently, this is grounds for terminations of tenancy.
37. **PARKING LOT RULES:** Resident shall not allow any non-operational, unlicensed, or unauthorized vehicles to remain on the premises for more than 24 hours. Parking restriction signs will be enforced and violators will have their vehicles towed at their expense. There is to be no more than one vehicle per rental unit without prior written approval of Owner/Agent. All posted traffic signs, in and around the property will be enforced and guests may not park in the parking lot unless there is a parking space marked "Visitors". Residents with vehicles that cause damage and safety hazards to the parking lot, including those that drip oil and create oil spots, will be charged for clean up. Washing of vehicles is prohibited unless allowed by Owner/Agent. Vehicles are to park in a forward facing direction in all parking lot spaces. The speed limit within the community is 5 miles per hour and is strictly enforced. Any vehicle blocking or preventing access by emergency vehicles, blocking entry to the premises, blocking a parked vehicle or parking in a reserved Resident parking space will be towed without notice at the owner's expense. Resident remains responsible for any damage to the property caused by their vehicles.
38. **DISPOSAL OF GARBAGE:** All garbage shall be placed into the proper containers and not stacked around the dumpster. Residents or other household members or guests who cannot reach the dumpster will not be allowed to dispose of the garbage. If there are no members of the household who can properly dispose of all garbage into the proper containers, the Resident should contact management to make arrangements for garbage disposal. Residents are allowed to dispose of personal household trash only. No dumping of couches, mattresses, televisions, furniture, and/or any appliance larger than a microwave oven is allowed in any dumpster and shall not be placed near any dumpster. If such items are disposed of in or around the dumpster area, Residents will be charged for the cost of removal.
39. **ABANDONMENT:** The Leased space(s) and any remaining personal property shall be considered abandoned under any of the following circumstances: (1) Upon termination of the rental Agreement if it reasonably appears to Owner/Agent that Resident has vacated the premises with no intention of asserting further claim to the premises or remaining property; (2) If Resident has been continuously absent for 7 days after termination of the tenancy by account order; or (3) If Owner/Agent has other good cause to believe the unit has been abandoned and, upon inspection, it reasonably appears to Owner/Agent that Resident has vacated with no intention of asserting further claim to the property or premises. In any of these events, Owner/Agent may elect to remove or otherwise store any remaining property pursuant to ORS 90.425
40. **REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION:** Residents with disabilities may request reasonable accommodations or modifications related to their housing/premises. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation and or modification. It is recommended, but not required, that such requests be made in writing.
41. **SAFETY WARNINGS**
Personal Safety: Resident(s) acknowledges that the premises (the building and the community of which the premises and building are a part) is not a "security" community. Owner/Agent makes no representation nor warranties that the building or community is secure from theft or any other criminal activity perpetrated by any Resident(s) or others. Security officers to the extent that they may be in the community and other security facilities provided by the Owner/Agent are for the Resident(s) convenience only, and the Owner/Agent makes no warranty or representations as to the effectiveness of any such security officers or facilities, including rental unit windows and doors, as a deterrent against any criminal activity, damage, or injury to Resident(s) or any invitee of the Resident(s) or the personal property of the Resident(s) or any invitee of the Resident(s).
Windows: Open and partially open windows present a potential risk of injury or death to all Residents, occupants and their guests. Neither window glass, window screens, nor any other portion of windows are intended to support a person's weight or prevent a person from falling from or out of an open window. Resident shall be solely responsible for preventing anyone from (a) sitting on/in any window; (b) standing on/in any window; (c) playing in/around windows; (d) participating in any activity which may result in leaning on, against or through any window, and/or colliding with the same; (e) participating in any activity that could result in any person or animal falling through or out any window.
Water: Water that is more than an inch deep poses a risk of drowning. Dangers can include, but are not limited to bathtubs, sinks, toilets, buckets, fountains, streams and ponds.
Use of Appliances: Stoves and ovens that are not properly used or items left on stove burners or stored inside ovens can cause fires. Aluminum foil on the drip pans or under the oven elements is prohibited. Only approved plugs are to be placed in electrical sockets.
42. **GUARANTY/CO-SIGNER:** If there is a co-signer/guarantor for this Rental Agreement, the termination and/or unenforceability of said guaranty shall constitute a material breach of this Rental Agreement.
43. **JOINT AND SEVERAL LIABILITY:** All parties are jointly and severally liable for the performance of all terms and conditions contained herein.
44. **SAVINGS AND SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
45. **WAIVER:** The waiver by Owner/Agent of any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. Subsequent acceptance of rent by Owner/Agent shall not be deemed to be a waiver of any preceding breach or default of any term, covenant, or condition of this Lease, other than the failure of Resident to pay the particular rental so accepted, regardless of Owner/Agent's knowledge of such breach or default at the time of such acceptance of such rent.
46. **EMINENT DOMAIN OR CONDEMNATION:** Should the land whereon the building containing the demised premises is situated, or any part thereof, or any portion of the demised premises, be condemned or taken for public use, then, in that event, upon the taking of same for such public use, this Lease, at the sole option of the Owner/Agent, shall be deemed null and void, and the term shall cease and come to an end, anything herein contained to the contrary notwithstanding, and without apportionment of the award. Resident shall not be entitled to receive any sum, or portion thereof, constituting any award arising out of any such eminent domain or condemnation.
47. **ATTORNEY FEES AND COSTS:** In the event any suit or action is brought to collect rents, enforce any provision of this Agreement, or to repossess the premises, reasonable attorney fees may be awarded by the trial court, arbitrator, or other trier of fact, and/or upon any appeal therefrom, to the prevailing party in such suit or action, together with costs and disbursements.
48. **COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein.

Initial: _____