

Tenant Information

Tenant(s): _____
 Tenant(s): _____
 Address: _____ Unit: _____
 City: _____, Oregon Zip: _____
 Phone: _____ Cell or Mobile: _____ Alternate Phone: _____
 Email: _____ Email: _____
 Alternate Mailing Address: _____

Rent

Weekly Rent Amount \$ _____ Due On: Monday of each week.
 Week-to-Week Tenancy beginning _____
 1st Weeks' Rent pro-rated from _____ to _____ is \$ _____
 If checked, Tenant(s) is a roomer with exclusive rights to the use of the following spaces:
 _____,
 and exclusion from the following spaces: _____
 All other areas of the property and unit, are considered common areas, accessible by Tenant(s) and all other Residents at reasonable times for reasonable purposes, unless otherwise indicated in writing.

Utilities

____ Electricity _____ Water _____ Sewer
 ____ Cable _____ Gas _____ Garbage
 ____ Other _____
 ____ Other _____
O = Owner Pays T = Tenant Pays N/A = Not Applicable

Move-in Accounting Rent & Deposits

Pro-rated Rent \$ _____
 1st Full Week's Rent \$ _____
 Prepaid Rent \$ _____
Total Due \$ _____

Furnished to Unit

Range Dishwasher Refrigerator Garbage Disposal
 Washer Dryer Blinds Curtains
 Rods Garbage Can Dumpster
 Storage Space _____ Mail Receptacle _____
 Other _____
 Other _____

The unit has been equipped with exterior locks for all doors and the following keys/openers provided: _____



Occupancy of Premises

Only the following person(s) shall occupy the premises: _____

Owner/Agent Contact Information

Owner/Agent: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-Mail: _____

Payments may be made at the above address. Contact Owner/Agent for electronic or direct deposit payment options

For Services of Notices to Owner/Agent

Physical Address: _____

City/State/Zip: _____

Include description of where at the property Tenant(s) may attach notice, such as "front door," "drop slot," "gate," etc.

(See #12 for explanation)

Emergency Contact for Tenant

Person to notify in case of emergency or death of Tenant(s) (please specify someone outside of your immediate household - See #11 for explanation)

Name: _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Service Charge Disclosure

Utilities or Services benefiting Landlord, other Tenants or common areas: _____

If checked, Tenant(s) will be responsible for paying a Monthly Utility Charge to Owner/Agent. "Utility or Service" includes but is not limited to electricity, natural or liquid propane gas, oil, water, hot water, heat, air conditioning, cable television, direct satellite or other video subscription services, Internet access or usage, sewer service, public services and garbage collection and disposal.

Tenant Utility Charges for this unit include: _____

Basis for allocation of Monthly Utility Charges to unit or common areas (select one):

a. Periodic Charge not to exceed the total amount billed to Owner/Agent, with exceptions as allowed under **ORS 90.315**, and subject to change based on actual usage.

b. A Flat Monthly Charge based on the pro-rated average usage not to exceed the total amount billed to Owner/Agent, with exceptions as allowed under **ORS 90.315**.

c. Sub-Meter Reading

d. Percentage of actual amount billed based on square footage or number of bedrooms and described as follows: _____

Name & address of third-party billing company, if any: _____

Utility charges billed are due within seven days of Billing Date or the date noted on the utility bill. Failure to pay charges when due constitutes a material violation of the Rental Agreement. If any bill for Utilities or Services remains unpaid for a period of more than 30 days, after issuance of a Notice of Noncompliance, Owner/Agent may charge Noncompliance Fees as allowed by law. Utility bills may be delivered by First Class Mail, email or personal delivery to the unit address.

Parking / Vehicles

Tenant(s) is allowed to park a maximum of _____ Vehicles on the premises. (See Section #30)

Vehicle 1 Description _____ Plate # _____ Space # _____

Vehicle 2 Description _____ Plate # _____ Space # _____

Vehicle 3 Description _____ Plate # _____ Space # _____

Vehicle 4 Description _____ Plate # _____ Space # _____

Disclosures

1) Pets Allowed: Yes No (If Yes, see attached Pet Agreement).

2) Recycling IS IS NOT available.

3) If checked, Smoking/Vaping is restricted/prohibited on the premises.

4) If checked, the Dwelling Unit is located in a 100-year flood plain, as determined by the National Flood Insurance Program.

5) If checked, the unit is listed for sale.

6) If checked, the unit is in foreclosure or default.

7) If checked, Renters Insurance is required (See #10 for explanation).

8) If checked, Tenant(s) is responsible for regular landscaping.

(See attached Exterior Property Care Agreement)

9) If checked, Owner/Agent is responsible for yard maintenance and/or grounds keeping for the premises and Property Owner, Manager or Agent may enter the exterior of the premises under the Tenant's exclusive control at reasonable times, without prior notice for that purpose.

10) If boxes are checked, Tenant(s) agree(s) to allow the use of:

text messages (Tenant(s) Initials _____) and/or

e-mail (Tenant(s) Initials _____), for the purposes of providing 24-Hour Notice to Enter by Owner/Agent.

11) Other: _____



Rules & Regulations

1. Restricted Items and Activities: Owner/Agent permission is required for the following items and activities. Restricted items include, aquariums, water beds, pianos, organs, swimming or wading pools, hot tubs or soaking tubs, trampolines or bounce houses, barbecues, fire pits, or smokers. Restricted activities include, but are not limited to, glass blowing, fire dancing, fireworks, bonfires, or other sources of open flame, smoke or noxious fumes, skateboarding, bike or motorcycle jumping, jumping or climbing out of windows (except in case of emergency), climbing on the roof or eaves, climbing trees or fences, firing of arrows, guns or other projectiles, or any other dangerous activity that could likely lead to injury or death of Tenants, Guests and neighbors. No banners, signs or flags may be posted or flown without Written Consent of Owner/Agent. Scented products can cause damage to the unit. No plug-in air fresheners, scented candles, incense, or foggers, including D-fire products, may be used at any time. No dogs, cats or other pets are allowed, including visiting pets, without the prior Written Consent of Owner/Agent. Refer to Disclosures section on page 2 for information on whether or not pets are allowed at the property.

2. Drugs: No marijuana or other drugs classified as illegal under the Controlled Substances Act may be consumed, distributed, grown, manufactured, or stored on the premises at any time.

3. Guests: Tenant(s) is/are responsible for the behavior of their Guest(s) and will be held financially liable for damage caused by their Guest(s). Written Permission from the Owner/Agent is required if any Guest(s) remain(s) more than ____ days and/or nights in any ____ month period (if left blank then - seven (7) days and/or nights in any one-month period.) Guests that perform activities, including but not limited to, showering or bathing, cooking, sleeping, meal preparation and consumption, laundry or use of other complex amenities, are considered to be occupying the Rental Property on the days those activities occur and such activities of daily living shall count toward the total number of allowable days or nights permitted under the Rental Agreement. Guests are not permitted to receive mail or register at the Rental Property address for any reason, and such action shall be considered evidence that a Guest has become an Unauthorized Occupant. If Guest(s) of Tenant(s) receive(s) an exception for a pet or assistance animal to accompany them when visiting the unit, the animal must be with the Guest(s) at all times and may not be left in the unit without the Guest(s). The right for a Guest to bring a pet or assistance animal onto the premises will be revoked immediately if the animal is found running loose, attacks or exhibits menacing behavior to any Tenant, Guest, Staff or other person or their animal, or if the Guest(s) fail(s) to promptly clean up the animal's waste outside the Dwelling Unit. Tenant(s) shall be responsible for all damages, fines, Fees and claims for a Guest's animal violations.

4. Tenant Contact Info: Tenant(s) agree(s) to provide timely updates of information to Owner/Agent, including phone number(s), email, mailing address, emergency/death contacts, Vehicles and employment, within 30 days after Written Request by Owner/Agent.

5. Property Condition: Tenant(s) shall return premises to Owner/Agent in clean condition. The Owner/Agent's definition of "clean" is binding on all parties.

6. Tenant and Guest Conduct: Tenant(s) is/are responsible for the behavior of their Guest(s) and will be held financially liable for damage caused by their Guest(s). Tenant(s) shall restrict all sounds or noise to a reasonable volume. Tenant(s) and their Guest(s) shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of their premises, including common areas. Tenant(s) and their Guest(s) is/are prohibited from impeding or hindering Owner/Agent, their representatives or prospective Tenants in the operation of the premises. This includes using abusive, degrading or harassing language or behaviors, foul language or gestures, sexual harassment or physical acts of bias or intimidation, including harm or threats of harm, whether in person or in writing. Tenant(s) agree(s) to abide by all state, federal, and local laws or other adopted rules and regulations described herein, and not engage in, conduct, permit or allow any conduct that violates any law, ordinance, rule or regulation, in, on or within the immediate vicinity of the premises. Tenant(s) shall refrain from altering, defacing or removing any part of the premises and understands they will be held financially responsible for damages to the unit beyond normal wear and tear, whether by accident, intention, or negligence, excepting Acts of God.

7. Notice of Absence: Tenant(s) shall notify Owner/Agent of any anticipated absence from the premises in excess of seven (7) days no later than the first day of the absence.

8. Entry Into Premises: Tenant(s) shall not unreasonably withhold consent to Owner/Agent to enter premises to inspect, make repairs or improvements, or to show the unit to prospective Buyers or Tenant(s). Owner/Agent may enter the premises without consent in an emergency, to post notices, or at any reasonable time with 24-Hour Notice or with permission of Tenant(s).

9. Subleases: Tenant(s) shall not transfer their interest in this Agreement or sublet the premises, or any part of the premises including Short-Term Rentals.

10. Insurance: Owner/Agent will not be liable or responsible in any way for loss or damage to any property belonging to Tenant(s) or their Guest(s) unless caused intentionally or negligently by Owner/Agent. Tenant(s) is/are responsible to maintain their own fire and theft insurance for their personal property. Tenant(s) is/are responsible for liability coverage for damage or fire caused by them or their Guest(s) negligence. If Renter's Insurance is required - Tenant(s) is/are also required to maintain minimum of \$100,000 liability coverage and add Owner/Agent as Interested Party. If Tenant's combined household income falls at or below 50% of the median for the area, Renter's Insurance may not be required. Owner/Agent is responsible to maintain their own insurance policy and may not "self-insure" if Renter's Insurance is required. Owner/Agent must provide proof of property insurance to Tenant(s) upon request. Tenant(s) acknowledge(s) they are not "co-insured" on Owner/Agent property insurance policy covering the subject property.

11. Abandonment: Tenant(s) agree(s) that any belongings, personal property or motor vehicles left on the premises, after termination of tenancy by any means, shall be considered abandoned and may be disposed of in the manner provided by law. Tenant(s) has/have designated the "person to notify in case of death or emergency" as the person having the same rights and responsibilities as the Tenant(s) regarding personal property.

12. Notices: All Required Notices shall be delivered in the manner provided by law to Owner/Agent or Tenant(s).

13. Use of Premises: The premises shall be used only as a Dwelling Unit. Tenant(s) shall use all electrical, plumbing, sanitary, heating, ventilation, air conditioning and appliances on the premises in a safe and reasonable manner. Alterations to the Dwelling Unit without the prior Written Consent of Owner/Agent are strictly prohibited. The unit must be maintained in a decent, safe and sanitary condition at all times. The unit is not intended to be used as a storage facility. Excess personal property that prevents air circulation, access to electrical outlets or switches, that impedes access to doors and windows, or that poses a maintenance/safety hazard inside or out is prohibited. Use of a garage, shed, attic or basement as living or sleeping space is strictly prohibited. Tenant(s) may not operate any kind of business out of the unit without the prior Written Consent of Owner/Agent.

14. Damage to Property: Nothing may be flushed down toilets except normal human waste and toilet paper. 'Flushable wipes' are not flushable and may clog waste lines. This includes baby wipes, hand wipes, and paper towels. Tenant(s) is/are responsible for all damages to property or premises caused by stoppage of waste pipes or overflow of bathtubs, toilets, or washbasins, unless caused by Acts of God (such as roots in the pipes). Tenant(s) may be held liable for Rent while the Dwelling Unit is being cleaned or repaired, if the cleaning or repair results from the Tenant's noncompliance with this Agreement.

15. Garbage/Trash Receptacles: Tenant(s) shall promptly remove trash receptacles from the street within 24 hours after garbage pick-up and store them so that they are not visible from the street. All trash shall be bagged or sealed prior to placing in trash receptacles. Tenant(s) are prohibited from rummaging through trash or recycling bins. Where applicable, Tenant(s) is/are responsible for obtaining and maintaining garbage services. The service shall be contracted weekly - or no less than bi-weekly if weekly service is unavailable - by a licensed third-party garbage/recycling services provider.

16. Wildlife: Due to the potential for damage and spread of disease, Tenant(s) and their Guest(s) may not feed, water or otherwise provide sustenance to feral or wild animals of any kind without the express Written Consent of Owner/Agent.

17. Hazardous Materials: Tenant(s) shall not store hazardous or flammable materials at the premises. Hazardous materials may not be disposed of in the trash, but must be disposed of in accordance with local regulations.

18. Smoke and Carbon Monoxide Alarms: Tenant(s) acknowledge(s) the presence of a smoke alarm(s) and, if required, a carbon monoxide alarm(s) in fully operational condition in the unit. Tenant(s) is/are instructed to test the alarms at least every 6 months and replace the batteries as needed. Tenant(s) shall replace expired batteries with 10-year lithium batteries as required by law. Tenant(s) agree(s) that Owner/Agent is not liable for loss or damage due to the alarm's failure to operate. Tenant(s) is/are required to immediately notify Owner/Agent in writing of any malfunction of the alarm(s). Tenant(s) shall not remove or tamper with a properly functioning alarm, including removing any working batteries.

19. Limited Liability: Owner/Agent shall not be liable for damages of any kind caused by lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of Owner/Agent. Tenant(s) further agrees to be responsible for and to pay for damages, fines, or Fees incurred by Owner/Agent caused by acts of Tenant(s), animals, or Guest(s) no less than 30 days after Written Demand by Owner/Agent.

20. Carpet Cleaning: If Owner/Agent had carpets cleaned using specialized equipment, or had the carpets replaced before the Tenant(s) took possession, Owner/Agent may deduct the cost of carpet cleaning from the Tenant's Security Deposit regardless of whether the Tenant(s) cleaned the carpets before the delivery of possession.

21. Lease Enabling/Trespassing: Owner/Agent retains the power to exclude non-residents from the common areas of the property if they violate the rules of the premises. Owner/Agent retains control over the common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" as that is defined in ORS 164.205(5). It is a material violation of this agreement if a Tenant(s) invites or willingly allows a trespassed person entry to their unit or to the common areas, once notified of the person's trespassed status.

22. Termination: Tenant(s) is/are obligated to provide a minimum of 10 days' Written Notice to terminate this Agreement. Unless otherwise prohibited by law, failure to provide a 10-Day Notice, may result in Tenant(s) being liable for up to 10 days of Rent from the date Owner/Agent regains possession of the Dwelling Unit. Owner/Agent may terminate this tenancy in the manner provided by law if Tenant(s) fails to pay Rent and/or other charges or fails to comply with any terms or conditions of this Agreement or fails to comply with any obligations under ORS Chapter 90. Owner/Agent accepting partial payment does not waive the right to terminate tenancy if the balance of Rent is not paid as agreed in writing. Acceptance of Deposit on Last Month's Rent does not constitute a waiver of Owner/Agent's right to terminate for nonpayment of Rent. Rent or other charges owed by Tenant(s) shall be deducted from Tenant's Security Deposit after all Occupants vacate the premises. Tenant(s) must provide a single forwarding address for final accounting.

23. Sale or Transfer of Premises: If the Rented Premises are sold or transferred during the tenancy, all terms of this Agreement shall remain in full force and effect until further notice.

24. Tenant(s) Jointly and Severally Liable: If the Rental Unit is occupied by more than one Tenant it is agreed that each person will be responsible for the entire Rent and all other charges until the account is paid in full. Any Prepaid Rents or Deposits will not be applied until all Occupants legally vacate the premises. Each Tenant is authorized as an Agent of the tenancy. Any Agreements, offers of access to the property, or Notices of Termination provided to Owner/Agent by any single Tenant are binding upon all other Tenants and Occupants, unless otherwise prohibited by law. If any other Tenant(s) wishes to remain and allow one or more Tenant(s) to vacate, that must be approved by Owner/Agent in writing.



Rules & Regulations (continued)

25. Application of Payments: Owner/Agent must apply payments received by Tenant(s) in the following order: A) Outstanding Rent from prior months; B) Rent for the current month; C) Utility or Service Charges; D) Late Rent Charges; E) Damage claims and any other Fees or claims owed by the Tenant(s).

26. Legal and Collection Fees: Any funds due from Tenant(s) may be consigned to a Collection Agency, Small Claims Court or Circuit Court. Tenant(s) expressly authorizes Owner/Agent to collect any and all costs, Fees, expenses, charges, and accrued interest associated with the attempt to collect any debt due under this Agreement. Tenant's financial obligation expressly includes the actual debt and all other costs, Fees, expenses, and charges including charges related to collection activity of a Collection Agency. Specifically, this authorization includes charges in excess of the original debt. Interest on the debt to be charged at a rate of 10% per annum, compounded monthly.

27. Maintenance: ALL REPAIR REQUESTS MUST BE SUBMITTED IN WRITING TO OWNER/AGENT. No credit for repairs or improvements shall be allowed without Owner/Agent's prior Written Approval. Tenant(s) agree(s) to timely report maintenance needs for the unit and cooperate with Owner/Agent and vendors for all needed maintenance required in the Dwelling Unit. Tenant(s) agree(s) to follow all instructions provided for maintenance and upkeep of appliances, heaters, fireplaces, wood stoves, pellet stoves, furnaces, fans, flooring, water supply, waste systems, or any other unit systems as instructed in writing. Satellite, cable, security equipment or other similar equipment may not be attached to the roof, siding or any structural component of the Dwelling Unit, including decks, railings, sheds or fences. If a safety emergency requires an immediate lock change, Tenant(s) agree(s) to retain original locks and keys and provide to Owner/Agent along with a working copy of any keys for the new locks within seven (7) days. Tenant(s) is responsible to promptly pay for lock-out services or lock changes.

28. Charges/Utilities: Any charges imposed on Owner/Agent by a Utility or Service provider or on behalf of a local government for one or more municipal services or for the general use of a public resource related to the Dwelling Unit, including Fees assessed to support street maintenance or transportation improvements, transit, public safety and parks and open space, but not including real property or income taxes or business licenses or Dwelling Inspection Fees, may be passed through to Tenant(s) as allowed by law. HOA/COA – Any charges imposed upon Owner/Agent by a Homeowner's or Condominium Association for anyone who moves into or out of a unit within the Association, may be passed through to the Tenant(s) for payment as allowed by law. Tenant(s) must maintain utility and other services to the unit for all services labeled with a 'T' in the Utilities check box section of this Agreement, and provide proof to Owner/Agent of such service within 7 days of Written Request. Owner/Agent must maintain utility and other services labeled with an 'O' in the Utilities check box section of this Agreement. Tenant(s) agrees not to tamper with, adjust or disconnect any Utility or Services sub-metering system or device, including utility services provider equipment.

29. Re-Key Mailbox(es) If the mail receptacle associated with the Dwelling Unit is a locking type, Tenant(s) are solely responsible for the Fees charged by the Postmaster for the re-keying of the box should a key not be provided by the Owner/Agent, or if the box has not been re-keyed between tenancies.

30. Parking and Vehicles: All Tenant and Guest Vehicles must be current on registration and operable. No Vehicle repairs may be done on the property. No Vehicles may be parked on the lawn or block access to emergency Vehicles, sidewalks or walkways at any time. Storage of Vehicles is prohibited without the prior written consent of Owner/Agent. If storage of Vehicles is allowed, no one may live in any Vehicles. The term "Vehicles" includes but is not limited to campers, cars, trailers, boats, semi-tractors, semi-trailers and motorized equipment.

31. Co-Signers: If this Rental Agreement is secured by a Co-Signer, Owner/Agent reserves the right to notify the Co-Signer about any information related to the tenancy deemed necessary but shall be under no obligation to do so.

32. Indemnification: To the extent allowed by law, Tenant(s) and their Guest(s) shall indemnify and hold harmless Owner/Agent from all claims, actions, liabilities, suits, injuries, demand, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees, arising out of or incurred in the enforcement of this Agreement.

33. Agreement: This Agreement and the information, terms and conditions contained therein, including all associated addenda, are binding upon all Tenants and their invited Guests and constitute the entirety of the Agreement. No oral representations real or perceived will be considered valid, all Agreements to alterations of those terms and conditions must be in writing to be valid. Noncompliance with any portion of this document and all associated addenda will be considered a material violation of the Agreement as allowed by law.

34. Unenforceable Provisions: If any portion of this Agreement should be ruled unenforceable for any reason, all the other provisions of the Agreement shall remain in full force and effect.

35. Attachments to the Agreement: The addenda checked below are attached and are make part of this Agreement. Each attached addendum supersedes the Rental Agreement in the event of a conflict of provisions.

Addendums

- | | | |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> MO1 - Pet Agreement | <input type="checkbox"/> M19 - Addendum | <input type="checkbox"/> M18 - Well Agreement |
| <input type="checkbox"/> MT1 - Unit Condition Report | <input type="checkbox"/> M9 - Rules & Regulations | <input type="checkbox"/> M16 - Fireplace /Stove Agreement |
| <input type="checkbox"/> M6 - Smoke/CO Alarm Agreement | <input type="checkbox"/> MO3 - Assistance Animal Agreement | <input type="checkbox"/> M12 - Pest Agreement |
| <input type="checkbox"/> MT2 - Deposit Refund Checklist | <input type="checkbox"/> M14 - Parking Agreement | <input type="checkbox"/> M11 - Ext. Property Care Agreement |
| <input type="checkbox"/> M10 - Emergency Information | <input type="checkbox"/> M5 - Lead Paint Disclosure | <input type="checkbox"/> M13 - Weatherization Agreement |
| <input type="checkbox"/> M15 - Cable/Satellite Dish/Security System Installation Agreement | <input type="checkbox"/> M4 - Co-Signer Agreement | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> M7 - Smoke/Vape-Free Agreement | <input type="checkbox"/> M8 - Mold Prevention Agreement | <input type="checkbox"/> Other _____ |
| | <input type="checkbox"/> M17 - Septic Agreement | |

Signatures

Where used in this Agreement "Owner/Agent" means "Landlord" as defined in **ORS 90.100**. All Parties acknowledge having read and understand all pages and attachments to this Agreement. All questions have been answered.

Tenant: _____ Date: _____ Tenant: _____ Date: _____

Tenant: _____ Date: _____ Tenant: _____ Date: _____

Owner/Agent: _____ Date: _____ Owner/Agent: _____ Date: _____

