

Tenant(s): \_\_\_\_\_
Tenant(s): \_\_\_\_\_ et al (and all others)
Address: \_\_\_\_\_ Unit: \_\_\_\_\_
City: \_\_\_\_\_, OREGON Zip: \_\_\_\_\_

This form is provided for the convenience of Landlords who wish to allow the consumption, processing, production and/or storage of marijuana in their Rental Properties. Marijuana remains illegal under federal law and continues to be listed as a Schedule I drug (a drug with no known medical uses and a high degree of probability for addiction) by the US Drug Enforcement Agency.

Allowances for marijuana may pose a significant legal risk to Landlords, including loss of property, voiding of insurance coverage in case of marijuana-related harm to the property (such as hash oil explosions), and prosecution for money laundering if authorities determine Rent was paid with funds associated with production, processing, sales or distribution of illegal marijuana products on the Rental Property.

ORHA strongly recommends that Landlords consult an attorney prior to deciding whether or not to allow this use in their Rental Property.

In April 2010, the Oregon Supreme Court ruled in the case Emerald Steel Fabricators v. Bureau of Labor and Industries that an employer could terminate an employee who used (outside of work) medical marijuana, even though that employee followed all the rules for using medical marijuana and used it to help with a disability. In November 2010, the Oregon Bureau of Labor and Industries (BOLI) released a policy statement stating they would no longer accept medical marijuana cases for investigation.

Since those decisions, no one (employer or housing provider) is required to allow medical marijuana users or growers (who legally grow crops under the state's medical marijuana program for the use of other patients) to use or grow marijuana at work or in their Rental Properties. Owner/Agents are not required to grant Reasonable Accommodation Requests to medical marijuana users who represent that they use it for a disability.

Some Owner/Agents may choose to rent to Tenants who will use and/or grow marijuana in the Rental Property within the rules of the Oregon Medical Marijuana Program (OMMP). An individual may hold OMMP cards and grow marijuana plants for up to four people. Six mature plants (defined as being over 12" in height and diameter or have any "bud" on them) and up to 18 immature plants may be grown for each OMMP card. The possession, use, manufacture or sale of any illegal substance remains strictly prohibited. Any individual growing marijuana for more than four OMMP cards, growing more plants than are permitted under the program or using and/or growing marijuana without an OMMP card is engaged in illegal drug activity and the Owner/Agent may begin eviction proceedings.

Prior to the possession, use and/or growing of medical marijuana on the Rental Property, any Tenant(s) wishing to establish their status as a card holder for marijuana use under the Oregon Medical Marijuana Act must provide Owner/Agent with the original valid Oregon Medical Marijuana Program card issued by the State of Oregon. Failure to provide the original OMMP card(s) and/or failure to notify Owner/Agent if OMMP card(s) expires or becomes invalid may result in termination of tenancy. A copy of each OMMP card will be retained by Owner/Agent in Tenant(s)' file and stored pursuant to Oregon Landlord Tenant Law.

Tenant(s) who will make structural changes to the Rental Property, including changes to utilities such as electrical boxes or wiring, agree(s) that the initial work and subsequent maintenance will be done solely by licensed and bonded contractors skilled in the professional fields in which the work will be done. Tenant(s) further agree(s) that medical marijuana will not be grown on the Rental Property until their Owner/Agent has inspected the property and approved in writing all contractual work and/or changes to the property to allow the cultivation of medical marijuana.

Tenant(s) further acknowledge(s) that the cultivation of medical marijuana may lead to Property Damage, including but not limited to moisture condensation and mold/mildew, for which the Tenant(s) will be solely financially responsible. At the termination of tenancy and at Owner/Agent's sole discretion, Tenant(s) may be required at their sole financial responsibility to return the Rental Property to the condition in which Tenant(s) received it at occupancy. Tenant(s) agree(s) to indemnify and hold Owners/Agent harmless from any and all liability, including but not limited to personal injury and/or property damage, claims, damages, lawsuits and/or legal expenses arising from the cultivation of medical marijuana at the Rental Property.

Tenant(s) initials: \_\_\_\_\_

Owner/Agent(s) initials: \_\_\_\_\_



**Name(s) of Oregon Medical Marijuana Program cardholders covered by this Agreement:**

1) \_\_\_\_\_ 2) \_\_\_\_\_  
3) \_\_\_\_\_ 4) \_\_\_\_\_

Number of Oregon Medical Marijuana Program cards covered by this Agreement: \_\_\_\_\_

Base Security Deposit \$ \_\_\_\_\_ + additional Security Deposit \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

Base Monthly Rent \$ \_\_\_\_\_ + additional Monthly Rent \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

Structural and/or utility alterations may be made to Rental Property:  Yes  No

If Yes, name(s) of licensed and bonded contractors:

Name/Company: \_\_\_\_\_ CCB # \_\_\_\_\_

Name/Company: \_\_\_\_\_ CCB # \_\_\_\_\_

*We certify that we have read, understood and will abide by all terms and conditions of this Agreement.*

Tenant(s): \_\_\_\_\_  
Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Owner/Agent: \_\_\_\_\_  
Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

To be completed by Owner/Agent(s) after OMMP card(s) are copied and all inspections are complete:  
 Number of Oregon Medical Marijuana Program cards copied and filed in Tenant(s) file: \_\_\_\_\_  
 Inspections are complete.  
 OMMP cardholders are cleared for possession, use and cultivation of medical marijuana in Rental Unit.

\_\_\_\_\_  
Tenant Date  
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Tenant Date  
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Tenant Date  
\_\_\_\_\_  
Owner/Agent Date

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