

Name(s): _____
 Rental Address: _____ Unit: _____
 Applicant Mailing Address: _____
 City: _____, State: _____ Zip: _____

Owner/Agent has received the sum of \$ _____, which will be applied to amounts due at move-in.

Monthly Rent to be: \$ _____ (payable in advance)
 Move-in Date: _____

Month to Month Tenancy or Fixed Term Rental Agreement
 If Fixed Term is checked, lease will end on: _____

Security Deposit	\$ _____
Other Deposits	+ \$ _____
1st Month's Rent	+ \$ _____
Subtotal	= \$ _____
Minus Deposit to Hold	- \$ _____
Total Due at Move-In	= \$ _____

DISCLOSURES

- If checked, Renter's Insurance is required. Tenant is also required to maintain a 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 income for the area, Renter's Insurance may not be required.
- If checked, there are Move-in or Move-out Fees that are associated with this unit that are the Tenant's responsibility to pay to Owner/Agent within 30 days once the bill is assessed by the HOA or COA. The current Fees are: \$ _____.
- If checked, 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 mail box has not been re-keyed between tenancies.
- If checked, there is a monthly utility charge associated with this unit. After assessment of monthly charge, Tenant(s) have thirty (30) days to pay the charge in full. Failure to pay the utility charge by due date will result in a \$50 Noncompliance Fee upon a 2nd or subsequent violation within one year of issuance of Written Warning Notice.

Owner/Agent may also charge the following Noncompliance Fees:

- Late payment of Rent charge of \$ _____.
- Smoke alarm and carbon monoxide alarm Tampering Fee of \$250.
- Dishonored Check Fee of \$35 plus amount charged by bank.
- Early Termination of Lease Fee not to exceed 1-1/2 times the Monthly Rent, or Actual Damages at the option of Owner/Agent.
- Owner/Agent may charge the following:
 Noncompliance Fees after first giving a Written Warning Notice of initial violation if noncompliance occurs within one year: \$50 Fee for 2nd violation, and \$50 plus 5% of current Rent for each subsequent violation.
 1. Failure to clean up animal waste, garbage, rubbish or other waste.
 2. Parking violation or other Improper Use of Vehicle.
- Owner/Agent may charge a Fee for keeping an unauthorized pet capable of causing damage, that is not removed within 48 hours of Written Warning Notice. Fee not to exceed \$250 per violation.
- Owner/Agent may charge a Fee for smoking/vaping in a clearly designated non-smoking/vaping unit or area of the property. Fee may be assessed for repeat violations that occur as early as 24 hours after the Effective Date of a Written Warning Notice, and for each subsequent violation within one year. Fee not to exceed \$250 per violation.

AGREEMENT

Owner/Agent is charging this Deposit for the purpose of securing the execution of a Rental Agreement after having approved the Application and prior to entering into a Rental Agreement. If a Rental Agreement is executed, the Owner/Agent shall either apply the Deposit toward the funds due under the Rental Agreement or refund the deposit immediately to the Tenant. If a Rental Agreement is not executed due to a failure by the Applicant to comply with this Agreement, the Owner/Agent may retain the Deposit in full, unless the applicant has rejected the agreement due to the discovery of material defects relating to the premise's habitability, as described in ORS 90.320 (1).

It is agreed that Tenant shall pay the balance of funds due by the date the property is to be occupied and sign a Rental/Lease Agreement. If the unit has not been viewed by the Applicant prior to lease up, dissatisfaction with the unit type, condition or location is not cause for refund of the Deposit-to-Hold except for material defects relating to the premise's habitability as described in ORS 90.320(1).

If a Rental Agreement is not executed due to a failure by the Owner/Agent to comply with this Agreement, or if prior to entering into the rental agreement the Applicant rejects the unit due to a discovery of material defects relating to the premise's habitability as described in ORS 90.320(1), within five (5) business days the Owner/Agent shall return the Deposit to the Applicant either at the Owner/Agent's place of business or by mailing the Deposit by First Class Mail.

Applicant _____ Date _____
 Applicant _____ Date _____
 Owner/Agent _____ Date _____

Applicant _____ Date _____
 Applicant _____ Date _____
 Owner/Agent _____ Date _____



SAMPLE

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