

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.

**While now legal under Oregon state law, Marijuana remains a Class 1 Drug under federal law, so Landlords may still prohibit marijuana cultivation, processing or consumption on their rental properties.**

Owner/Agent chooses to allow Tenant(s) to: grow  Yes  No; process  Yes  No; or consume  Yes  No marijuana on the property or in the rental unit within the limits and restrictions provided both by law and this contract.

No smoking or vaping of marijuana shall be allowed inside the rental unit. Any usage of marijuana on the property shall be done within the limits of the law. If consumption of marijuana in any way compromises the health, safety or peaceful enjoyment of the neighbors, Tenant(s) agree(s) to adjust consumption patterns to eliminate the disruption to the neighbors.

As with any combustible material, care shall be taken to eliminate any possibility of fire. Smoking debris shall be disposed of safely and smoking litter promptly picked up and disposed of.

If this agreement allows for the indoor cultivation of marijuana, Tenant(s) agree(s) that any structural changes to the rental unit, including changes to utilities such as electrical boxes or wiring, will be done solely by licensed and bonded contractors skilled in the professional fields in which the work will be done. This includes both initial alterations and subsequent maintenance, if any. Tenant(s) further agree(s) that marijuana will not be grown on the rental unit until the Owner/Agent has inspected the property and approved in writing all contractual work and/or changes to the property to allow the cultivation of marijuana.

Tenant(s) further acknowledge(s) that the cultivation of 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 to return the rental unit to the condition in which it was received at move in. Tenant(s) agree(s) to indemnify and hold Owner/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, processing or consumption of marijuana in the rental unit.

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

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

