

MONTH-TO-MONTH RENTAL AGREEMENT

Tenant Information					
Tenant(s):					
Tenant(s):					
Address:			Unit:		
City:		Oregon.	Zi		
City: Cell o	or Mobile:	Alternate Phone:			
E-mail:	Alternate E-mail:	<u> </u>			
Alternate Mailing Address:					
Rent					
Monthly Rent Amount \$	Due On:	day of each month	et of Couth if left blank		
36 4 36 4 70 4 1 1 1		The state of the s			
Month-to-Month Tenancy beginning 1st month's Rent pro-rated from	4.0				
Ist month s Rent pro-rated from	10	1S \$			
☐ If checked, Tenant(s) is a roomer with ex			,		
and exclusion from the following spaces: All other areas of the property and unit are co					
All other areas of the property and unit are co	onsidered common areas, accessible	by Telephores and all other res	sidents at reasonable times		
for reasonable purposes, unless otherwise ind	licated in writing.				
Late Fees		Move in Account	Rent & Deposits		
If Rent payment is not received by 11:59 p.m. on	the 4th day of the Rental	Security Deposit	\$		
Period Tenant(s) will be charged a Late Fee as fo	llows: (select ONLY one)	Additional Security D	Deposit		
☐ One Charge per rental installment limited to the	ne amount \$	for Pet(s)	\$		
customary in rental area. Per-Day Late Fee shall not exceed 6% of the company in	one dime I at	Other Deposits	\$		
amount customary in rental area.	one-time Late 100	Pro-rated Rent	\$		
☐ Incremental Late Fee shall not exceed 5% of N		1st Full Month's Rent	·		
for each five (5) days of delinquency or p	ortion thereof.	Last Month's Rent	\$		
Noncompliance and Other Fees		Other Subtotal	\$ \$		
Smoke alarm and carbon monoxide alarm Tager	ing Fee \$2	250.00 Deposit to Hold (subt			
(See #18 for explanation)		Total Due	\$		
Dishonored Check Fee (plus amount charged by	ank) \$	25.00	by Management Agent.		
(See #20 for explanation)					
Late Payment of Utility Fee		50.00 Deposits are held by Property Managers in Ores	gon are required to disclose to		
(See Utility or Service Charge Discussore section for ex		Tenants who is holding their			
Failure to clean up animal waste gor ous of other	waste \$	City of Portland	Required Disclosure		
(See #21 for explanation)		Bank name and addres	s where Deposits are held:		
Parking violation or other improve use of Vehicle	\$	50.00			
(See #21 and #32 for explanation)		Type of Account:			
Smoking/Vaping in a clearly designated hear-smok		250.00 Type of Account.	(checking, savings, money market)		
(See Smaller tape-Free Agreement and #11 in explanate Unavalue azed pet capable of causing damage.		250.00 Account is interest	-bearing		
Unauthorized pet capable of causing durage. (See 52 for explanation)	\$ 2	Account is not inte	rest-bearing		
Unities	Furnished to Unit				
	rui institut to omt				
Water	Range Dis	hwasher Refrigerator			
Sewerble	_ ~	sher Dryer			
Gas Carbage		rtains			
Other_		mpster			
Other	Storage Space		e		
O = Owner Pays	Other				
T = Tenant Pays	The unit has been equipped with exterior locks for all doors, and the following keys/				
N/A – Not Applicable	openers provided:				





Occupancy of Premises							
Only the following person(s) shall occupy the premises:							
Owner/Agent Contact Information	For Services of Notices to Owner/Agent						
Owner/Agent:	Physical Address:						
Address:	City/State/Zip:						
City/State/Zip	Include description of where at the property logant(s) may attach						
Phone:	Annum						
E-mail:	notice, such as "front door," "drop slot," este," etc.						
Payments may be made at the above address. Contact Owner/	(See #12 for explanation)						
Agent for electronic or direct deposit payment options.							
Emergency Contact for Tenant							
Person to notify in case of emergency or death of Tenant(s) (pla	ease specify someone outside of your immedian household. See #11 for explanations						
Name: Relationship:							
Name: Relationship: Address: City: State: Zip: Phone: E-mail: E-mail: State: Relationship: State: Zip: State:							
Phone: E-mail:							
Service Charge Disclosure							
Utilities or Services benefiting Landlord, other Tenants or comm	on areas:						
☐ If checked, Tenant(s) will be responsible for paying a Monthly Unot limited to electricity, natural or liquid propane gas, oil, water, ho other video subscription services, Internet access or usage, sewer settenant Utility Charges for this unit include: Basis for allocation of Monthly Utility Charges to unit or common at a. ☐ Periodic Charge not to exceed the total amount billed to Owne to change based on actual usage. b. ☐ A Flat Monthly Charge based on the pro-rated average usage exceptions as allowed under ORS 90.315. c. ☐ Sub-Meter Reading d. ☐ Percentage of actual amount billed based on square footage or Name & address of third-party billing company if any: Utility Charges billed are due within seven due to Balling Date or the constitutes a material violation of the Rental Agreement. If any billing days, after issuance of a Notice of Noncompliance Cymer/Agent and be delivered by First Class Wail, email or personal delivery to the un Parking / Vehicles	t water, heat, ar conditioning cable television, direct satellite or vice, public services and garbage collection and disposal. teas (selection). teas (selection).						
Tenant(s) is allowed to park a maximum of Vehicles on the p	premises. (See Section #32)						
	Plate # Space #						
	Plate # Space #						
Vehicle 3 Description	Plate # Space # Plate # Space #						
Discosures							
 Pet Allowed: Is Is Not available. It checked, Smoking/Vapine is restricted/prohibited on the premises. If checked the Dwelling Unit is located in a 100-year flood plain, as determined by the Lational Flood Insurance Program. If checked, the unit is listed for sale. If checked, the unit is in foreclosure or default. If checked, Renters Insurance is required (See #10 for explanation). If checked, Tenant(s) is responsible for regular landscaping. 	 9)						
	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, barbeques, 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 Owner/Agent, including phone number(s) email, mailing address, emergency/death cont 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 be heir Guest(s) and will be held financially liable for damage caused by their Gue shall restrict all sounds or noise to a reasonable volume. Tenant(s) and their conduct themselves in a manner that will not disturb their neighbor's peaceful of their premises, including common areas. Tenant(s) and their Guest(s) are prohi impeding or hindering Owner/Agent, their representatives or prospective Tenant operation of the premises. This includes using abusive, degrading or harassing lang behaviors, foul language or gestures, sexual harassment or acts of bias or intim including harm or threats of harm, whether in person or nt(s) agree(s) to by all state, federal, and local laws or other adopted ru scribed he and not engage in, conduct, permit or allow any conduct ordinar rule or regulation, in, on or within the immediate vicinity refrain from altering, defacing or removing any part of the pr nd unde will be held financially responsible for damages to the unit bey al wear al whether by accident, intention, or neg icence, excepting Acts of G
- 7. Notice of Absence: Tenant(s) sk wner/Agent of any antic sence from the premises in excess of seven (7) the first day of the
- 8. Entry Into Premises: Tenant(s) withhold cons not ur wner/ epairs or in Agent to enter premises to inspect, m or to show unit to prospective Buyers or Tenant(s). Owl ent may en zithout consent in an emergency, to post notices, or at asonab. Stice or with permission of Tenant(s).
- 9. Sublease: T his Agreement or sublet the premises, I not transfer thei or any part including Short entals
- 10. Ins : Owner/Agent will not be liable sponsible in any way for loss or damage to an erty belonging to Tenant(s) or the est(s) unless caused intentionally or y by Owner/Agent le to maintain their own fire and theft are res neg e for their perso sponsible for liability coverage for inst ce. If Renter's Insurance is required dan r fire cause 's ne g minimum of \$100,000 liability coverage and – Te tiired to mail ant's combined household income falls at or add O interested Party. I below 50% of the median for the area ter's Insurance may not be required. Owner/ Agent is responsible to maintain their insurance policy and may not "self-insure" if Renter's Insurance is to be required Agent must provide proof of property insurance knowledge they are not a "co-insured" on Owner to Tenant(s) upon i Agent property in ering the subject property.
- 11. Abandonment: Tenant(s) agrees 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 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/Ager
- 14. Damage to Property: Nothing may be flushed down to cept normal human waste and toilet paper. 'Flushable wipes' are not flushable and og waste lines. This includes baby wipes, hand wipes, and paper towels. Tenant(s responsible for all damages to property or premises caused by stoppage of waste or overflow of bathtubs, toilets, or washbasins, unless caused by Acts of God (sug ots in the pipes), nant(s) must pay for any damage to the building or furnishings an normal wear Tenant(s) may be held liable for Rent while the Dwelling being cleaned o ed, if the cleaning or repair results from the Tenant's noncon with this Ag
- 15. Garbage/Trash Receptacles: Tenant(s) sl ash receptacles from street within 24 hours after garbage pick-up and at they are not visib the street. All trash shall be bagged or sealed prior b m trash receptacles ng bins. Where is/are prohibited from rummaging through trash of able Tenant(s) is/are responsible for obtaining and maintai bage servi service shall be contracted weekly - or no less than bi-weekly if w ailable - by bage/recycling services provider. a licensed third-part
- 16. Wildlife: Due tential for damage and spread of dis nant(s) and their Guest(s) may not feed r otherwise provide sustenance to fe or wild animals of any kind without the exp ten Consent of Owner/Age
- 17. Haz terials: shall not store haz or flammable materials at the 1 materi ot be disposed e trash, but must be disposed ordance al regul
- Ionoxide All noke and Car nowledges the presence of a smoke m(s) and, if requ a carbon mon in fully operational condition in the unit. Tenant(s) is/a ructed to test the at least every 6 months and replace the atteries as neede int(s) shall replace expired batteries with 10-year lithium batteries as ired by lag t(s) agree(s) that Owner/A gent is not liable for loss or damage due to operate. Tenant(s) is/are required to immediately notify Owner/Agent malfunction of the alarm(s). Tenant(s) shall not remove or tamper with a tioning alarm, including removing any working batteries. Tenant(s) agree(s) to pay of \$250.00 for each violation.
- bility: Owner/Agent shall not be liable for damages of any kind caused 19. Limii lack of h geration, or other services to the premises arising out of any accident, of God, or e beyond the control of Owner/Agent. Tenant(s) further agree(s) to onsible fo o pay for damages, fines, or Fees incurred by Owner/Agent caused of Tenant(s), animals, or Guest(s) no less than 30 days after Written Demand by
- ed Checks/Late Fees: Should any payment made by or on behalf of any 20. Di Tenant(s be dishonored by the financial institution, Owner/Agent may require that all subsequent payments be made in certified funds only (cashier's check or money order), for he remainder of the tenancy. Late Fees and Dishonored Check Fees are due immediately on default by Tenant(s).
- 1. Noncompliance Fees: In accordance with ORS 90.302 Owner/Agent may charge Noncompliance Fees as listed on page 1 of this Agreement for subsequent violations occurring within one year from issuance of Written Warning Notice of a specific violation. Noncompliance Fees are due immediately upon default by Tenant(s).
- 22. 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.
- 23. 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 invites or willingly allows a trespassed person entry to their unit or to the common areas, once notified of the person's trespassed status.
- 24. Termination: Tenant(s) is/are obligated to provide a minimum of 30-days' Written Notice to terminate this Agreement. Unless otherwise prohibited by law, failure to provide a 30-Day Notice, may result in Tenant(s) being liable for up to 30 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.





Rules & Regulations (continued)

- 25. Sale or Transfer of Premises: If the Rented Premises are sold or transferred during the tenancy, all terms of this A greement shall remain in full force and effect until further notice.
- 26. 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) wish(es) to remain and allow one or more Tenant(s) to vacate, that must be approved by Owner/Agent in writing.
- **27. 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).
- 28. 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.
- 29. 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) agrees 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/are responsible to prompt pay for lock-out services or lock changes.
- 30. Charges/Utilities: Any charges imposed on Owner/Agent by a utility or service provide 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 assess street maintenance or transportation improvements, transit, public safety and open space, but not including real property or income taxes or business licen ng Inspection Fees, may be passed through to Tenant(s) as allowed by law. HO. charges imposed upon Owner/Agent by a Homeowner's or Condominium As anyone who moves into or out of a unit within the Association, may be passed the Tenant(s) for payment as allowed by law. Tenant(s) must maintain utility services to the unit for all services labeled with a 'T' in the Utilities check box so this Agreement, and provide proof to Owner/Agent of gice within seven of Written Request. Owner/Agent must maintain util wices labeled w 'O' in the Utilities check box section of this Agreem) not to tar with, adjust or disconnect any utility or services sub-me includ utility services provider equipment.

- **31. Re-Key Mailbox(es)** If the mail receptacle associated with the Dwelling Unit is a locking type, Tenant(s) is/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/A gent, or if the box has not been re-keyed between tenancies.
- 32. 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.
- 33. Co-Signers: If this Rental Agreement is secured by the 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
- **34. Indemnification:** To the extent allowed by w., Tenant(s) and their Guest(s) shall indemnify and hold harmless Owner/Agen form all claims, actions, habilities, suits, injuries, demand, obligations, losses, set can uts, judgments, dimmes, fines, penalties, costs and expenses, including attorney's feet arising out of order used in the enforcement of this Agreement.
- 35. Agreement: This Agreement and the information of conditions contained and, including all associated addenda, are binding upon at the us and their invited fives and constitute the entirety of the Agreement. No oral representations real or pergraph will be considered valid, all agreements to alterations of these terms and onditions mentally in writing to be valid. Noncompliance with any portion of this document and all second dedenda will be considered analysis violation of the Agreement as all associated analysis.
- 36. Unenforceable Provisions: If any portion of this Agreement should be usefuled unenforceable for any reason, all the object is sions of the Agreement shall remain in full force and effect.
- 37. Attachments to the Agreement: The addenda checked by we are attached and are make part of the Agreement. Each thought daddendum supers the the Rental Agreement in the even of a conflict of provisions.

Audendums							
#3 Pet Agreement	#32 Ac dum		#62 Well Agreen	nent			
#9 Check-in/Check-Out	Rules & R	egulations	#63 Fireplace / S	Stove Agreement			
#11 Smoke/CO Alarm Agreement	#46 Assistance	Animal Agreement	#64 Pest Agreen	nent			
# # post refund Checkl	🔲 #47 Parking Ag	greement					
Emergency Information	☐ #51 Lead-Base	d Paint Disclosure	☐ #65 Ext. Propert	ty Care Agreement			
			#66 Weatherizat	ion Agreement			
24 Cable/Saturbase ecurit	#52 Co-Signer	Agreement		_			
System to callation to eement	#54 Mold Preve	ention Agreement	☐ Other				
#27 Smoke/Vape-Free Assertment	#61 Septic Agr	eement	☐ Other				
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:			



