



<b>OTHER OCCUPANTS</b>	NAME	DATE OF BIRTH	<b>VEHICLES</b>	MAKE	MODEL	STATE	LICENSE PLATE #

**ALARMS** **SMOKE ALARMS & CARBON MONOXIDE ALARMS:** Resident acknowledges and Owner/Agent certifies that the unit is equipped with a smoke alarm and, if required, a carbon monoxide alarm and that the smoke alarm and the carbon monoxide alarm have been tested and are operable at this time. It is Resident's responsibility to test the smoke alarm and carbon monoxide alarm at least every six (6) months, replace dead batteries as required, and notify Owner/Agent in writing of any operating deficiencies. Resident shall not remove or tamper with a functioning smoke alarm or carbon monoxide alarm, including removing working batteries, and Owner/Agent may charge a fee of up to \$250.00 for any such conduct.

**TYPE OF SMOKE ALARM:**  10-YEAR BATTERY  ELECTRIC  ELECTRIC WITH BATTERY BACKUP

**TYPE OF CARBON MONOXIDE ALARM:**  BATTERY  ELECTRIC  ELECTRIC WITH BATTERY BACKUP

I have received instructions on the proper use of the smoke alarm and carbon monoxide alarm, if applicable. **INITIAL HERE** \_\_\_\_\_

**UTILITIES**

PAID FOR / PROVIDED BY:	<b>ELECTRICITY</b>	<b>WATER</b>	<b>SEWER</b>	<b>GARBAGE SERVICE</b>	<b>GARBAGE CONTAINER</b>	<b>BASIC CABLE</b>	<b>GAS</b>	<b>OTHER</b> _____
OWNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESIDENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY \_\_\_\_\_ SERVICE CHARGE FOR  
RESIDENT WILL BENEFIT OTHER RESIDENTS OR OWNER/AGENT: \_\_\_\_\_ CABLE / INTERNET / ETC. (\$ or %): \_\_\_\_\_

ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY:  RESIDENT  OWNER/AGENT  
(SEE SECTION 17 OF THE TERMS AND CONDITIONS BELOW FOR OWNER/AGENT ENTRY RIGHTS)

**OTHER** **ANIMALS (APPROVED BY OWNER/AGENT) NUMBER & TYPE:** \_\_\_\_\_

**APPROVED FOR USE:**  WATERBED  AQUARIUM  THE FOLLOWING MUSICAL INSTRUMENTS: \_\_\_\_\_

**IF CHECKED, RENTER'S INSURANCE IS REQUIRED** MINIMUM INSURANCE AMOUNT \$ \_\_\_\_\_ (\$100,000 IF LEFT BLANK)

Check if there are one or more co-signer agreements related to this Rental Agreement. Failure to check the box does not invalidate any co-signer agreements.

**I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON ALL PAGES OF THIS CONTRACT.**

RESIDENT X	DATE	RESIDENT X	DATE
RESIDENT X	DATE	RESIDENT X	DATE
RESIDENT X	DATE	RESIDENT X	DATE

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS, CITY, STATE, ZIP \_\_\_\_\_

PERSON TO CONTACT IN THE EVENT OF MY DEATH \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS, CITY, STATE, ZIP \_\_\_\_\_

OWNER/AGENT X	DATE	IF APPLICABLE, REAL ESTATE BROKER APPROVAL
		INITIAL _____ DATE _____

**TERMS AND CONDITIONS**

1. **RENTS:** Unless another date is set forth above, rents are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the 4th day of the rental period a late fee in the amount stated on this Rental Agreement will be imposed on the 5th day of the rental period and Owner/Agent may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior Owner/Agent approval. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments of rent, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future rent payments by certified check or money order. Month-to-month rents may be increased with a 30-day written notice. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360-day year composed of twelve months of 30 days each; b) a 365-day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365-day year.

2. **NONPAYMENT OF RENT NOTICES:** If rent is not paid by the end of the 4th day of the month, Owner/Agent may issue on the 5th day of the month a 144-hour notice of nonpayment of rent. This provision does not waive Owner/Agent's right to issue a 72-hour notice of nonpayment of rent on the 8th day of the month.

3. **APPLICATION OF PAYMENTS:** All payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/Agent as follows: first to any outstanding amounts due Owner/Agent for damages/repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior months; third, to the current month's rent; and last, to outstanding late charges.

4. **EARLY TERMINATION OF LEASE:** If the early termination box is checked on page 1 of this Rental Agreement, upon any failure of Resident to occupy the unit for the full term, for any reason other than as provided in ORS 90.453(2), 90.472 or 90.475, Owner/Agent may charge Resident, all of the following: a) all rent, unpaid fees and other non-rent charges accrued prior to the date that Owner/Agent knew or reasonably should have known of the abandonment or relinquishment of the unit; b) all damages relating to the condition of the unit; c) an early termination fee in the amount set forth on the front of this Rental Agreement, which amount may not exceed one and one-half month's stated rent; and d) interest on the above amounts at the statutory rate from the date each was due. The early termination fee is due on the earlier of the date Resident gives notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this Rental Agreement. If the early termination box is not checked, or if Resident has not given Owner/Agent at least 30 days written notice of intent to terminate and paid rent through the termination date, Owner/Agent may elect to recover from Resident, instead of the above amounts, all actual damages resulting from the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rented and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement; damages related to the condition of the unit, and interest on all amounts at the statutory rate.

5. **TERMINATION OF MONTH-TO-MONTH TENANCY:** A 30-day written notice to terminate will be required for Resident to terminate a month-to-month tenancy. Owner/Agent must give at least 30 days' written notice to terminate a month-to-month tenancy during the first year of the occupancy. After the first year of occupancy at least 60 days' written notice will be required. First year of the occupancy includes all periods in which any of the Residents has resided in the unit for one year or less.

6. **CONVERSION OF FIXED-TERM TENANCY:** A fixed-term tenancy will automatically convert to a month-to-month tenancy unless either party has properly terminated the

- tenancy by giving at least 30 days' written notice prior to the end of the fixed term, or 60 days by the Owner/Agent if such termination is after the first year of occupancy.
7. **PETS, WATERBEDS AND MUSICAL INSTRUMENTS:** No cats, dogs or other pets capable of causing damage to persons or property are allowed without a signed pet agreement, and payment of any deposit required by Owner/Agent. Resident will be responsible for any and all damage caused by his/her pet(s). Waterbeds are permissible only with proper insurance and written approval by Owner/Agent. Musical instruments are not allowed without the prior written consent of Owner/Agent.
  8. **OCCUPANTS:** The unit will be used only for housing persons listed on this Rental Agreement. Additional Residents must be approved by Owner/Agent and are subject to full screening procedures. Persons other than those specifically listed on this Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the rental unit" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify Owner/Agent in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Owner/Agent identifying any person not identified on this Rental Agreement and staying in the rental unit for more than 10 consecutive days, or 20 nonconsecutive days in any 12-month period, and shall state whether such person is contributing to the income of Resident and to what extent. Owner/Agent may require any person listed on page 1 as an "Other Occupant", upon reaching the age of 18, to submit an application and screening charge to Owner/Agent, be screened and if the person meets all current screening criteria, be added to this Rental Agreement as a Resident. Failure to submit an application and screening charge within 10 days of Owner/Agent's request, failure to meet the screening criteria, or failure to execute documents to be added as a Resident within 10 days of a successful screening, will be a material violation of this Rental Agreement.
  9. **SUBLETTING:** Transfer of any interest in this Rental Agreement or subletting the Premises is not permitted without Owner/Agent written approval.
  10. **CARE OF PREMISES:** Resident agrees to keep all areas of the Premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Resident shall take particular caution regarding the use of cigarettes and other fire hazards. Resident shall not store flammable or hazardous materials. Resident will not store personal property in a manner or in amounts which: increase the risk of fire; impedes proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the unit or danger for Resident or neighbors living on the Premises. Resident is responsible for all damages to furnishings or Premises caused by his/her negligence. Resident shall report leaky or defective faucets at once. Resident must pay for any and all expense due to damage to the building or furnishings, other than ordinary wear and tear, including but not limited to damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins.
  11. **BARBECUES:** Resident must fully comply with all applicable codes and regulations related to the use of barbecues. In many areas, fire codes prohibit the use of either charcoal or propane barbecues on apartment balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. The only exception is the use of electric-style barbecues or the small hibachi-style barbecues that utilize one-pound propane cylinders. These may be allowed when kept well away from combustible building surfaces and unplugged or with cylinder removed (as applicable) when not in use.
  12. **USE OF AND CHANGES TO PREMISES:** All electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the Premises are to be used in a reasonable manner. Resident will immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible. Resident will make no changes or additions to the Premises of any nature or install anything on the walls, ceilings or in the windows without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's satellite dish policy and applicable law. Resident will not engage in any conduct that violates any applicable laws.
  13. **DAMAGE:** Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.
  14. **SECURITY DEPOSITS:** All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the dwelling unit back to Owner/Agent. If any portion of the deposit is used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from Resident at the time the accounting is sent to

- Resident. Any amounts not paid by Resident within 31 days of the due date will incur interest at 1% per month. Sending the accounting and/or refunding any deposit does not waive the Owner/Agent's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple Residents shall be refunded only when the last Resident vacates the unit and terminates his/her tenancy, unless other arrangements are made with Owner/Agent in writing. Security deposits may be deposited into an interest-bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to any agreement between Owner and Agent. No interest will be paid to Resident on security deposits. If the "Deposits Held By Owner" box is checked on page 1 of this Rental Agreement, all deposits will be deposited by Agent into a trust account as required by Oregon law. Agent will then forward the deposits to the Owner of the property, who will manage the deposits pursuant to Oregon law.
15. **NON-COMPLIANCE FEES:** Owner/Agent may charge a fee not to exceed \$50 each time Owner/Agent sends a notice to Resident as a result of Resident's non-compliance with any written rules or policies related to: (a) late payment of utility or service charges owed Owner/Agent; (b) failure to clean up pet waste from a part of the Premises other than the dwelling unit; (c) failure to clean up garbage, rubbish or other waste from a part of the Premises other than the dwelling unit; (d) parking violations; or (e) improper use of vehicles within the Premises.
  16. **JOINT RESPONSIBILITY:** Each Resident is jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the dwelling unit or common area by Resident, any Resident or Occupant of the same unit or his/her guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with Owner/Agent. Any valid termination notice received from any one Resident may be considered by Owner/Agent a termination notice from all Residents. Any Resident not giving the notice who desires to remain in the Premises may be required to submit updated financial information and requalify under Owner/Agent's then-current criteria.
  17. **ACCESS:** Resident agrees not to unreasonably withhold consent to Owner/Agent to enter the unit in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the unit to prospective buyers or residents. Owner/Agent may enter the unit without consent in an emergency or at any reasonable time with 24 hours' actual notice or after receipt of Resident's written request for maintenance. If Owner/Agent is obligated to maintain the yard, Owner/Agent, or its contractors, may enter the yard (but not the dwelling unit) without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
  18. **ABSENCE:** Resident agrees to notify Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
  19. **LEGAL ACTION:** In the event Owner/Agent has to bring an action to enforce any provisions of this Rental Agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.
  20. **LOCKS:** Doors of Resident's unit should be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Resident. Resident shall not change the locks without Owner/Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed.
  21. **RENTER'S INSURANCE:** If renter's insurance is required on the front of this Rental Agreement, Resident will obtain and maintain insurance with liability coverages of at least the minimum amount listed. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the unit and thereafter upon request. Failure to maintain such insurance in full force will be considered a material non-compliance with this Rental Agreement. If insurance is not required by this Rental Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property. Except to the extent prohibited by law, Resident, on behalf of himself/herself and Resident's insurers, hereby waives any right to subrogation against Owner/Agent or its agents, employees or insurers with respect to any loss or damage relating to Resident's property to the extent such loss or damage is covered by Resident's renter's insurance. Owner/Agent does not waive any subrogation rights its insurers may have.
  22. **CONDUCT:** The dwelling unit is to be used only as a dwelling. Each Resident is responsible for his/her own conduct, as well as that of the other Residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by Owner/Agent. The use, possession, manufacture, or distribution of illegal substances either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the Premises who has been excluded from the common areas by Owner/Agent; or b) stay in his/her unit, as defined in section 8 above, who has had his/her

- Rental Agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's unit, or any guest of Resident that interferes with the management of the Premises, shall be considered a material non-compliance with this Rental Agreement.
23. **MALFUNCTIONS:** Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident shall not tamper with the heating system, appliances, locks, doors, light fixtures, smoke alarms or carbon monoxide alarms.
  24. **RESIDENT LOSSES:** Owner/Agent shall not be liable for damages of any kind caused by the 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. Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act.
  25. **CO-SIGNER:** If the obligations under this Rental Agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this Rental Agreement.
  26. **COMMUNITY RULES:** Unless Owner/Agent has custom rules and regulations for the property, the rules and regulations contained in MMHA form M132 XX (Community Rules & Regulations) apply and are incorporated by reference herein.
  27. **WRITTEN NOTICES:** All notices required under this Rental Agreement or state law to be in writing shall be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from Owner/Agent to Resident shall be deemed served on the day and at the time it is both mailed by first class mail to Resident at the Premises and attached in a secure manner to the main entrance of that portion of the Premises of which Resident has possession. If served by first class mail and attachment, a notice from Resident to Owner/Agent shall be deemed served on the day it is both mailed by first class mail to Owner/Agent at the address set forth on this Rental Agreement and attached in a secure manner to the main entrance of the complex office, if one exists, and if not, to Owner/Agent's location identified on the front of this Rental Agreement. If the main entrance to Owner/Agent's office is located inside a secured building, the notice should be attached to the main entrance of such building. Agent is authorized to accept notices on behalf of Owner.
  28. **ACTUAL NOTICE:** Whenever state law requires actual notice, such notice may be served by one or more of the following methods: (a) verbally to Owner/Agent or Resident or by leaving a message on Owner/Agent's or Resident's answering machine or voicemail system; (b) written notice that is personally delivered to Owner/Agent or Resident, left at Owner/Agent's rental office, sent by facsimile to Owner/Agent's residence or rental office or to Resident's dwelling unit, or attached in a secure manner to the main entrance of Owner/Agent's residence or Resident's dwelling unit; (c) written notice that is delivered by first class mail to Owner/Agent or Resident, which notice shall be considered served three days after the date the notice was mailed; or (d) if an email address is included on the front of this Rental Agreement for Owner/Agent and/or Resident and the "Actual notice by email allowed" box is checked, an email sent to such address, or such other email address as either party may supply from time to time. Resident is responsible for keeping Owner/Agent advised of any changes to his/her email address.
  29. **PARKING AND USE OF VEHICLES:** Unless Owner/Agent has custom parking rules for the property, all off-street parking is governed by the rules and regulations contained in MMHA form M158 OR (Parking Agreement) which Resident acknowledges receiving and is incorporated by reference herein. Resident agrees to comply with all posted parking restrictions. Resident will drive in a safe manner and comply with all posted speed limit signs at all times, and if no posted speed limit, the speed limit is 5 miles per hour.
  30. **CONTROL OF COMMON AREAS:** Owner/Agent and any person designated by Owner/Agent retain control over any common areas of the Premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined at ORS 164.205(5).
  31. **REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION:** As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such requests be made in writing.
  32. **TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in conjunction with application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner/Agent's then-current rental criteria, this is grounds for termination of tenancy.
  33. **COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the Premises, and, except as provided below, any other written addenda executed by the parties on or after the date of this Rental Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement, to the extent consistent herewith, remain in effect and are incorporated herein.