

1. **RENT:** Rents are due and payable on the first of the rental period, unless otherwise indicated. If rent is not paid by the fourth day of the rental period, a late fee in the amount stated in financial terms will be assessed. If more than one person signs this agreement, all parties are obligated for the full amount of funds due and commitments made regarding residency. Payments made by residents that are returned as non-negotiable may result in the application of a late fee, other penalties and the requirement that subsequent payments be made by money order or cashier's check.

2. **USE OF PREMISES:** (a) At the commencement of the rental agreement, the resident accepts that the unit and its premises are safe for reasonable and foreseeable uses. Any unsafe condition shall be noted on the Move-In/Out Addendum.

(b) Resident is to use the premises for a dwelling unit and not conduct any commercial activity or services for compensation in or on the premises without the written consent of the landlord. Day care shall be considered a business.

(c) Resident will behave and require other person(s) on the premises with the consent of the resident to behave in a manner that will not disturb the peaceful enjoyment of others. Resident shall restrict all sound or noise so as not to be heard outside the unit. Residents and their guest shall not be permitted to play or loiter in halls, stairways, entrance of buildings or other common areas except in those areas designated by the landlord.

(d) Alcoholic beverages shall not be served or consumed in the common areas without written permission of the landlord.

(e) Resident or their guests shall not be permitted to operate recreational vehicles or equipment in common areas except as designated by the landlord.

(f) Resident agrees to keep all areas of the premises under their control in every part clean, safe, sanitary and free from the accumulation of debris, filth, rubbish, garbage, rodents and vermin. To the extent that the resident is responsible for causing a problem, the resident shall cooperate, to a reasonable extent, in assisting the landlord in any reasonable efforts to remedy the problem. Garbage and other items shall be disposed of in a proper manner. Medical waste such as needles, blood products and related articles are to be disposed of as "medical waste" as required by law. Patios, porches and stairways are to be kept clean and orderly and are not to be used for general storage. The landlord's definition of clean shall be the final definition.

(g) Resident shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the premises in a reasonable manner. Telephone wiring and services within the unit shall be the responsibility of the resident.

(h) Resident shall immediately report, in writing, all malfunctions of equipment, failure of essential services, or need for repair. Damage caused by the resident such as stoppage of waste pipes or overflow of toilets, bathtubs or defective faucets, as well as any damage to the building or furnishings other than ordinary wear and tear, shall be paid by the resident.

(i) Resident shall not tamper with the exterior lights, furnace, refrigerator or other appliances or make any alterations of any nature on or to the premises. Hooks, nails, screws or other attachments shall not be installed in any ceilings. Attachments, including but not limited to signs that affect the exterior appearance of the unit shall require the written consent of the landlord.

(j) Locks may not be tampered with or changed without the written consent of the landlord. Entrance doors to the building, if designated, shall be kept locked. Entrance doors and windows of the resident's dwelling unit shall be kept locked. Resident shall immediately notify the landlord in writing if locks or latches fail to operate properly.

(k) In the event of severe temperature changes, resident shall take reasonable measures to prevent pipes from freezing including but not limited to maintaining adequate heat covering any foundation vents and disconnecting exterior hoses.

(l) Landlord shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services arising out of any accident, act of God or occurrence beyond control of the landlord. The resident shall be limited to the rights and remedies specified by law.

3. **CHANGE IN OCCUPANCY:** If one resident vacates the dwelling unit, any remaining residents must notify the landlord within three (3) days of the change in occupancy. The remaining and/or additional residents may be subject to the landlord's screening procedures. Failure to report any change in occupants of the dwelling unit may result in the termination of the rental agreement and penalties for rental agreement violations. The security deposit shall stay with the unit until the last resident has vacated the unit. Residents are responsible for inter-resident agreements regarding the security deposit or fees.

#### 4. **TERMS AND CONDITIONS:**

(a) Week-to-week residency;

1. The landlord reserves the right to raise the rent with a seven (7) day written notice.

2. Termination by either the landlord or resident requires a written notice of not less than ten (10) days.

(b) Month-to-month residency;

1. The landlord reserves the right to raise the rent with a 60-day written notice.

2. Termination by either the landlord or resident requires a written notice of not less than 30 days.

3. If the residency is for land the resident owns the structure, this agreement may be terminated by the landlord with a 180 day notice and by the resident with a 30-day notice of termination.

(c) Fixed term residency;

1. The landlord shall give a minimum 60-day written notice of the intent not to renew the lease.

2. Failure by either party to give a notice of intent not to renew will allow the rental agreement to automatically convert to a month- to-month residency with all terms and conditions of this agreement continued until otherwise agreed to in writing.

(d) In the event the landlord must bring an action to enforce any provisions of this agreement, the Landlord/Tenant Act or other statutes, the landlord shall be entitled to, in addition to costs, reasonable attorney's fees and/or prevailing party fees.

(e) At the time of the termination of residency, any goods, chattels, motor vehicles, or other property left on the premises shall be considered abandoned property and disposed of as provided by Oregon law. Any expenses incurred by the landlord shall be charged to the resident.

5. **NOTICES:** (a) Notices shall be either actual (verbal or fax) or written as provided by law.

(b) All written notices under the rental agreement or Oregon statute shall be deemed served when:

1. personally delivered to the other name party, OR
2. mailed by first class mail and the effective date is extended by three days, OR
3. mailed by first class mail and attachment as further identified:

(A) A notice served by first class mail and attachment from the landlord to the resident shall be deemed served on the day and at the time it is both mailed by first class mail to the resident at the premises and attached in a secure manner to the main entrance door of that portion of the premises to which the resident has possession.

(B) A notice from the resident to the landlord served by first class mail and attachment to the address disclosed in occupant section. If the address for the landlord is a post office box, is not available for posting 24 hours a day, is not available to the resident or reasonably located for access to the resident, the resident can mail the notice by first class mail without extending the effective date by three days.

(c) The resident shall notify the landlord in writing of any post office box or telephone number to be used by the resident

(d) The resident agrees to provide the landlord a forwarding address at the time of termination.

(e) Resident shall notify landlord of any anticipated absence from the premises in excess of seven (7) days, not later than the first day of the absence

6. **SECURITY DEPOSIT:** During residency or at the termination of residency, the security deposit, if any, shall be used to secure the performance of the rental agreement including but not limited to cleaning and damage above ordinary wear and tear, pet damage, nonpayment of rent, utilities, fees assessed or other charges during residency, and/or failure to give notice as required by this agreement or statute. The landlord shall provide a written accounting of the use of the security deposit within 31 days of termination of residency or delivery of possession to the landlord.

7. **APPLICATION OF FEES:** Upon termination of residency and delivery of possession, landlord shall first apply designated fees collected, if any, to the related landlord expense. Such fees collected will be applied to items considered normal wear and tear. The landlord's definition of normal wear and tear shall be what would result in a reasonable occupancy and use of the premises. Any outstanding balance due, if any, will be deducted from the security deposit. If funds are outstanding by the resident at the time of termination of residency, the landlord may take such actions necessary to collect the identified funds.

8. **TERMINATION RIGHTS AND RESPONSIBILITIES:**

(a) If rent is more than four (4) days past due, the landlord may issue a 144-hour notice, terminate the rental agreement and take possession according to law.

(b) If rent is more than seven (7) days past due, the landlord may issue a 72-hour notice, terminate the rental agreement and take possession according to law.

(c) The resident agrees to pay a non-compliance fee equal to one month's rent if landlord terminates the tenancy pursuant to ORS 90.400 or ORS 90.405.

9. **ASSIGNMENT OR SUBLETTING:** Subleasing is prohibited. The resident agrees that only those listed as occupant(s)/ residents in occupant section will occupy the dwelling or unit. Any person not named as an occupant (resident) who remains on the premises more than fourteen (14) days and/or nights in a calendar year must have the written permission of the landlord. The landlord may assess a per day guest fee.

10. **OREGON LANDLORD/TENANT LAW:** Landlord and resident agree to abide by all state, federal, local laws or adopted rules and regulations. Resident agrees not to permit or allow any acts to be done in, on, or within the immediate vicinity of the premises that violate any law, rule or regulation.

11. **REQUEST FOR REASONABLE ACCOMMODATION:** Any request for reasonable accommodations as required by the federal or state Fair Housing law, shall be made by the resident in writing to the landlord specifying the request and the nature of the accommodation requested.

12. **PERSONAL PROPERTY:** The resident agrees to not destroy, damage, deface or remove any part of the premises or permit any person to do so and to assume all liability for damages, other than ordinary wear and tear or those caused by the landlord. The landlord will not be liable or responsible for loss or damages to articles or property belonging to the resident(s). The resident SHALL MAINTAIN FIRE AND THEFT INSURANCE for their personal property.

13. **RIGHT OF ACCESS:** (a) Resident shall not unreasonably withhold consent to the landlord to enter the premises or the dwelling unit to inspect, make necessary or agreed repairs, decorations, alterations or improvements, or to show the unit to prospective residents or purchasers.

(b) Landlord may enter without consent in an emergency and shall provide resident with a post-entry notice of the entry and its purpose.

(c) Landlord may issue a 24 hour notice of entry for necessary inspections or repairs pursuant to ORS 90.322(f).

14. **LOSS RECOVERY:** The resident agrees that the landlord has the right to recover from the resident any loss caused by fire, vandalism or other acts of misuse by the resident, animals of the resident or guests of the resident. The landlord reserves the right to assign such right of recovery to their insurance carrier.

15. **CONTROL OF COMMON AREAS:** The landlord and any person identified as the "person in charge" pursuant to ORS 164.205(5) shall retain control over any and all common areas. Common areas are shared facilities such as laundry rooms, swimming pools, courtyards and other areas of general use. If identified, the landlord may implement exclusion rules for these areas which will restrict access and activity by visitors and/or guests. Exclusion rules shall be posted or made a part of this agreement as well as provided to the law enforcement agencies in the area. Residents are responsible for the activities and actions of visitors and guests.

16. **VEHICLES:** The use of designated and off-street parking shall be limited to vehicles in drivable condition which are properly licensed and insured. No vehicle repair, including the changing of oil, shall be made with the written consent of the landlord. Unauthorized vehicles, vehicles not in drivable condition or vehicles parked in other than a designated space or parked in a location posted as "no parking" may be towed without notice at the vehicle owner's expense. Vehicles with visible damage to the interior or exterior which are determined to be unsightly may be prohibited from parking in or around the premises. Resident is to notify the landlord of any change in vehicle.