

# RENTAL AGREEMENT SINGLE FAMILY, MULTIFAMILY

**FORM** 

f. PREMISES: Name of property (if applicable) complete address
Address:City, State, Zip:
TYPE OF TENANCY, RENT AMOUNT AND DUE DATE    Week-to-week
A. PARTIES: OWNER/AGENT: Name, mailing address for payment of rent and/or service of notice, demand or process:
and a matter, demand of process.
lake rent payable to: ervice of notices pursuant to Section 11 of the Terms and Condition on the reverse side: The location for the posting of notices by the enant to the landlord if other than the address indicated above is: andlord telephone number s: (General) (Emergency) (Fax)
B. PARTIES: OCCUPANTS: Wherever the term "tenant" is used, the term shall apply in the singular or plural. The following
dividual(s), hereafter, referred to as "tenant" is/are authorized to occupy the dwelling unit. Unauthorized occupants may result in the remination of the rental agreement.  Name(s)  Date of Birth  Social Security Number
APPLIANCES INCLUDED:  Range Refrigerator Washer Dryer  Microwave Dishwasher Garbage Disposal Other Other
PETS: Pets are strictly prohibited unless hereby authorized.   Pets are accepted subject to addendum.   Pets are accepted subject to addendum.   Pets are accepted subject to addendum.
MAINTENANCE AND REPAIR CHARGES: Repairs and/or maintenance of tenant-caused damages and/or cleaning above normal par and tear will be billed as subcontracted by the landlord and/or up to \$ per hour.
SMOKING: Smoking is not permitted in or around the dwelling. Smoking is permitted in the dwelling, subject to issues garding disabilities of others in or around the premises. Smoking is permitted only in designated areas, as
y and all damage to the dwelling or premises caused by smoking materials will be charged to the tenant and are not considered normal ar and tear.
IFHCO Revised 01/04 W/R ge 1 of 3 If applicable, Real Estate broker or designee approval:Date: Tenant initials acceptance page 1  TO REORDER MFHCO FORMS CALL 503-378-1912, EXT. 2

- OREGON LANDLORD/TENANT LAW: Landlord and tenant agree to abide by all state, federal, local laws or adopted rules and regulations. Tenant 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.
- REQUEST FOR REASONABLE ACCOMMODATION: Any request for reasonable accommodations as required by the federal or state Fair Housing laws, shall be made by the tenant in writing to the landlord specifying the request and the nature of the accommodation requested.
- 3. 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 Section 14 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 tenancy. Payments made by tenants 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 certified funds.
- 4. ASSIGNMENT OR SUBLETTING: Subleasing is prohibited. The tenant agrees that only those listed as occupant(s)/tenants in Section 3B will occupy the dwelling unit. Any person not named as an occupant (tenant) who remains on the premises more than fourteen (14) days and/or nights in a calendar year <u>must</u> have the written permission of the landlord. The landlord may assess a per day guest fee.
- 5. CHANGE IN OCCUPANCY: If one tenant vacates the dwelling unit, any remaining tenants must notify the landlord within three (3) days of the change in occupancy. The remaining and/or additional tenants 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 tenant has vacated the unit. Tenants are responsible for inter-tenant agreements regarding the security deposit or fees.
- 6. 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. Tenants are responsible for the activities and actions of visitors and guests.
- 7. PERSONAL PROPERTY: The tenant 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 tenant(s).
- 8. LOSS RECOVERY: The tenant agrees that the landlord has the right to recover from the tenant any loss caused by fire, vandalism or other acts of misuse by the tenant, animals of the tenant or guests of the tenant. The landlord reserves the right to assign such right of recovery to their insurance carrier.
- 9. USE OF PREMISES:
  - (a) At the commencement of the rental agreement, the tenant 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) Tenant 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) Tenant will behave and require other person(s) on the premises with the consent of the tenant to behave in a manner that will not disturb the peaceful enjoyment of others. Tenant shall restrict all sound or noise so as not to be heard outside the unit. Tenants and their guests 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) Tenant or their guests shall not be permitted to operate recreational vehicles or equipment in common areas except as designated by the landlord.
  - (f) tenant 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 tenant is responsible for causing a problem, the tenant 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) Tenant 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 tenant.
  - (h) Tenant shall immediately report, in writing, all malfunctions of equipment, failure of essential services, or need for repairs. Damage caused by the tenant 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 tenant.
  - (i) Tenant 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 tenants' dwelling unit shall be kept locked. Tenant shall immediately notify the landlord in writing if locks or latches fail to operate properly.
  - (k) In the event of severe temperature changes, tenant shall take reasonable precautions to prevent pipes from freezing including but not limited to maintaining adequate heat, covering any foundation vents and disconnecting exterior hoses.



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FORM

VEHICLES: The number of vehicles allowed on-site is \_\_\_\_ . Refer to Rules and Regulations #17 for additional information regarding vehicles. Permit required # Assigned parking space # Make / Model / License # / State Make / Model / License # / State Make / Model / License # / State LANDSCAPING MAINTENANCE: ☐ The tenant shall be responsible to properly and adequately cultivate and maintain lawn, shrubbery and grounds. Failure to maintain landscaping in a condition acceptable to the landlord shall result in the tenant being charged for necessary work in addition to other Landscaping will be maintained by the landlord or the landlord's subcontractor. Tenant agrees that access to the premises may be (initials indicate acceptance). made without notice to the tenant Property is a multi-unit property with common areas maintained by the landlord. No notice will be provided by landlord to tenant for In any or all circumstances, the landlord may elect to use pesticides or insecticides as necessary. 10. WINDOWS AND DOORS: The property is equipped with a screen and/or storm door. The property is equipped with screens on the following windows: The tenant is hereby notified that neither windows nor screens are considered safety devices. It is the responsibility of the tenant to prevent occupants and/or quests from falling out of or otherwise being injured by windows, doors or any other portion of the property including railings, stairs, balconies or fencing. If the tenant wishes to install window guards, written permission shall be obtained from the landlord regarding installation requirements. AGENT DISCLOSURE AND SECURITY DEPOSIT DISCLOSURE Property is managed by an employee of the landlord and is authorized to act on behalf of the owner. Property is managed by an agent who is a Real Estate licensee and is authorized to act on behalf of the owner. 2) Pursuant to the management contract between the owner and real estate licensee, the Security Deposit is: Transferred to the owner whose name and address is: Held by the real estate licensee in a non-interest bearing Clients Trust Account; or Held by the real estate licensee in an interest bearing Clients Trust Account and the interest is transferred to: Payable to the owner; or 4. Payable to the tenant, per federal or state law, if applicable. 12. UTILITY AND INSURANCE PAYMENT RESPONSIBILITY: "X" indicates responsible for payment. GARBAGE CAN \*Note: Garbage service: If single can, tenant shall be limited to one 30 BASIC CABLE gallon can picked up weekly, including recycling. If dumpster NTERNET ELECTRIC service, the tenant is limited to the equivalent of one 30 gallon SEWER can. Garbage is limited to solid waste and does not include furniture or other non-waste related items. Additional amounts will be billed to the tenant. A. Paid by landlord and included in rent. B. Paid by the tenant. Account Number to be listed if required by landlord: C. Paid by the tenant and may directly benefit other tenants and/or landlord. D. The landlord has elected to bill the tenant separately from the rent according to the formula identified in Section 12E of this agreement. E. Utility billing formula: F. The owner maintains insurance on the building which does not cover the contents of the unit owed by the tenant. The tenant is responsible for fire and theft insurance for their personal property. 13. RECYCLING: The landlord identifies the availability of recycling as follows: Provided on-site. Information available from the landlord regarding materials, requirements and location. Provided by the hauler. Information available from the hauler. Not provided and is the responsibility of the tenant.

Tenant's Name and Address:

Page 2 of 3 Initials

- (I) 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 the control of the landlord. The tenant shall be limited to the rights and remedies specified by law.
- (m) Tenant shall not store combustibles, gasoline or other flammable liquids inside the unit, on the sidewalk, porches or patios except as permitted by the Fire Department and insurance regulations. Tenant shall use smoking materials with caution and properly dispose of ashes and materials. Bar-b-ques and similar equipment shall not be operated within 10 feet of the building or as restricted by rule.
- (n) No animals, aquariums, water beds, pianos or organs are allowed without the written consent of the landlord. Food for animal(s) shall not be located outside the dwelling unit.
- (o) The tenant shall maintain a permanent source of heat. Heat shall be maintained at not less than 55 degrees or more than 72 degrees. Any damage caused by the lack of heat shall be charged to the tenant.

## 10. RIGHT OF ACCESS:

- (a) Tenant 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 tenants or purchasers.
- (b) Landlord may enter without consent in an emergency and shall provide tenant 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).
- 11. NOTICES: Notices shall be either actual (verbal or fax) or written as provided by law.
  - (a) 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 tenant shall be deemed served on the day and at the time it is both mailed by first class mail to the tenant at the premises and attached in a secure manner to the main entrance door of that portion of the premises to which the tenant has possession.
    - (B) A notice from the <u>tenant to the landlord</u> served by first class mail and attachment to the address disclosed in Section 3A. 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 tenant or reasonably located for access to the tenant, the tenant can mail the notice by first class mail without extending the effective date by three days.
  - (b) The tenant shall notify the landlord in writing of any post office box or telephone number to be used by the tenant.
  - (c) The tenant agrees to provide the landlord a forwarding address at the time of termination.
  - (d) Tenant shall notify landlord of any anticipated absence from the premises in excess of seven (7) days, not later than the first day of absence.

## 12. TERMS AND CONDITIONS:

- (a) Week-to-week tenancy.
  - 1. The landlord reserves the right to raise the rent with a seven (7) day written notice.
  - Termination by either the landlord or tenant requires a written notice of not less than ten (10) days.
- (b) Month-to-month tenancy.
  - 1. The landlord reserves the right to raise the rent with a 30-day written notice.
  - 2. Termination by either the landlord or tenant requires a written notice of not less than 30 days.
  - If the tenancy is for land and the tenant owns the structure, this agreement may be terminated by the landlord with a 180-day written notice and by the tenant with a written 30-day notice of termination.
- (c) 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.
- (d) At the time of the termination of tenancy, 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 tenant.
- 13. SECURITY DEPOSIT: During tenancy or at the termination of tenancy, 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 tenancy, 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 tenancy or delivery of possession to the landlord.
- 14. APPLICATION OF FEES: Upon termination of tenancy 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 tenant at the time of termination of tenancy, the landlord may take such actions necessary to collect the identified funds.

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



# RENTAL AGREEMENT SINGLE FAMILY, MULTIFAMILY

FORM 1

14.	FINANCIAL TERMS:	15. MOVE-IN ACCOUNTING:	THE RESERVE OF THE PARTY OF THE		
a.	Stated rent \$	A. CHARGES:			
b.	Additional monthly	a Post from			
	(rent) charges for \$	a. Rent from to b. Rent from to	3		
		c. Security Deposit:	\$		
C.	Total monthly rent: \$	d. Fee for reasonably anticipated landlords	Φ		
		expenses (Pursuant to ORS 90.302(1)			
d.	Fees chargeable during tenancy:	1. Initial contract processing fee:			
	Return check charge (Limited to		2		
not more than \$25.00)		2. Fee to be used at move-out for items	The state of the s		
100	In addition to Return Check Charge, bank charges	considered normal wear & tear. Expenses			
	as charged to the landlord by the financial institution.	incurred which exceed this amount will be			
	Smoke detector tampering fee: \$	deducted from the security deposit.	5		
	Late fee of \$ will be assessed if	TOTAL CHARGES DUE	\$		
	rent is received at the place of payment after midnight	B. CREDITS	MI SHARLE IN		
	on the of the	a. Reservation deposit			
	rental period.	b. Special program formonth	9		
	5. Fee for service of notice for violation of the rental	b. Special program formonth	\$		
	agreement, statute or rules/regulations,	c. Other:	2		
	first occurrence \$, and	TOTAL CREDITS DUE:	\$		
	each additional notice shall be increased by		19.00		
	\$	C. NET AMOUNT DUE:	\$		
	6. If an eviction is necessary, the landlord will charge a fee				
	of \$ for each trip related to the action in	Payment Agreement, if any:	and the same of th		
	addition to filing fees, prevailing party fees, and attorney				
	fees.		art caneaminant.		
	Other charges for	Memo: If move-in is during the month and a full	month's rent is		
٠.	in the amount of \$ required upon move-in, the pro-ration of the next month's in the				
f	Other   [amount or 5will be due on the first or the next month or ]				
*Ad	*Additional rent or security deposits may be charged for the as follows:				
	allowance of pets, smokers, co-signers or other as indicated.				
	realized or proof, officially of organization of the first of the firs				
A. B. C. D. E. F. G. H.	Smoke Detector/Alarm Addendum  Move In/Out Inspection Addendum  K.	Pre-1978 Construction Lead-Based Paint Add Handbook delivered prior to the signing of this  Other:	agreement.		
17 IN CASE OF EMERGENCY: The tenant may contact the landlord at the address or phone number provided in Section 3(A). In case of emergency, the landlord may contact the following parties (name, address, phone number)					
The tenant is responsible to keep the landlord advised of any changes in information for emergency contact.					
18.	Date: I (we) have read and agreed to all p	pages of this rental agreement and the terms and	conditions on the		
	erve side of applicable pages.		DIST IN		
Tena	ant. (x)	Tenant. (x)			
100 CM COS	ant: (x)	Tenant: (x)			
	3.3	7.7			
	Tenant: (x) Tenant: (x)				
	ants are individually and jointly liable for the rental agreement. rmination of the rental agreement.	A violation by one will be considered a violation by	all and may result in		
19. Landlord or Landlord's Agent:					
1000000	Page 3 of 3 Tenant's Name and Address:				

- (c) If the tenant, someone in the tenant's control, or the tenant's pet threatens to inflict or actually inflicts personal injury upon the landlord or other tenants, inflicts injury upon any person on the premises with the consent of another tenant or the landlord, inflicts injury upon another located within the immediate vicinity of the property, intentionally inflicts substantial damage to the premises, recklessly endangers the life of another or commits any act which is outrageous in the extreme, including illegal activity, a 24-hour notice to terminate may be served upon the tenant.
- (d) Upon any material noncompliance of this agreement, the landlord may issue a 30-day notice and if the breach is not remedied within 14 days, the rental agreement may be terminated and the landlord may take possession pursuant to Oregon law.
- (e) Any omission, misstatement or falsification by the tenant on the application or the rental agreement, may be grounds for termination of tenancy at the option of the landlord.
- (f) Nothing in this agreement shall limit the right of the tenant or landlord to terminate this agreement as provided by law.
- (g) If at some future date a portion of this rental agreement should be ruled unenforceable by the courts, it shall only affect that portion of the rental agreement and all other provisions of the rental agreement shall remain in force.
- (h) Any interference by a tenant or guest of a tenant with management of the property may be considered a material noncompliance and result in the termination of tenancy.

## 16. SATELLITE DISH INSTALLATION POLICY:

- (a) As required by federal law, satellite dishes may be allowed but cannot be attached to any portion of the landlord's property.
- (b) Federal law allows the installation of direct broadcast satellite antennas or dishes of one meter or less in diameter.
- (c) Satellite dishes may only be installed inside the tenant's unit or on a porch, patio, deck, banded to a balcony or other portion to which the tenant has possession.
- (d) No satellite dish may be installed on the exterior of the building, roof or area under control of the landlord.
- (e) The tenant shall be aware that not all areas of the property may receive acceptable satellite broadcast signals.
- (f) Tenants are responsible for any injury or damage to people or property caused by the installation of a satellite dish.
- (g) If the landlord has installed a central satellite dish for use by all tenants, then individually owned satellite dishes are prohibited.
- (h) The policies applicable to satellite dishes are regulated by federal law which may change periodically and may cause adaptations to this agreement.
- 17. 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 without 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.

#### 18. MOLD AND MILDEW:

- (a) In order to reduce the incidence of mold and mildew, protect your health and protect the dwelling unit, the tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the dwelling unit by reducing or eliminating the sources of moisture.
- (b) If the dwelling contains excess moisture due to the tenant's lifestyle or activities, the tenant may be required to obtain and maintain a product or product(s) which reduce moisture in the unit.
- (c) To uphold this responsibility by complying with the following list of responsibilities, the tenant(s) agrees:
  - To keep the dwelling clean at all times; free of dirt and debris especially those things that can harbor mold or mildew spores.
  - . To clean bathroom, kitchen surfaces and walls with products which reduce or inhibit growth of mold or mildew.
  - To clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as the condition occurs.
  - To agree to use bathroom fans while bathing or showering, kitchen fans while cooking and utility area fans whenever water is being used. Continued use of fans for more than 30 minutes following activity.
  - To agree to report to the landlord when any exhaust fan does not operate.
  - To agree to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating the dwelling unit.
  - To open multiple windows, weather permitting, at least twice a week for one hour each time to allow cross ventilation of the dwelling.
  - To keep any fish tanks covered, if allowable under the rental agreement and/or pet addendum.
  - To maintain connections and operation of the applicable heating source and to keep thermostats at no more than 72
    degrees and no less than 55 degrees at all times. No non-vented kerosene space heaters are to be used indoors.
  - To allow a minimum of a six-inch space between furniture and walls for air ventilation.
  - To notify the landlord immediately of any circumstances involving excess moisture or water leakage such as plumbing leaks
    or drips, sweating pipes or toilet tanks as well as any overflows in the bathroom, kitchen or laundry facilities (if applicable),
    especially in cases where the overflow may have permeated walls, carpeting or flooring coverings or cabinets. Excess water
    shall be immediately removed to prevent further damage.
  - To notify the landlord of any mold growth on surfaces inside the dwelling unit that cannot be removed or controlled by the tenant.