

FIXED TERM LEASE AGREEMENT

NAME(S): _____
 ADDRESS: _____ UNIT: _____
 CITY: _____ OREGON, ZIP: _____
 Fixed Term Lease beginning: ____/____/____ and ending ____/____/____. MONTHLY RENT: \$ _____
 Rent payable on the _____ day of each month or if left blank on the first. Rent prorated from ____/____/____ to ____/____/____
 is \$ _____ due on: ____/____/____.

LATE FEES:

If payment is not received by midnight on the 4th day (select one only)

— One charge per rental installment limited to amount \$ _____/mo customary in rental area.

— Per-day late fee shall not exceed 6% of the amount \$ _____/day customary in rental area.

— Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof. \$ _____/5 days

FEES:

— Smoke alarm and carbon monoxide alarm tampering fee of \$ 250.00

— Early termination of a lease fee of \$ _____ (May not exceed 1½ times the monthly rent)

— Dishonored check fee of \$ 25.00, plus amount charged by bank.

— Late payment of utility fee of \$ 50.00

— Failure to clean up pet waste, garbage, rubbish or other waste fee of \$ 50.00

— Parking violation or other improper use of vehicle fee of \$ 50.00

RENT & DEPOSITS:

Security Deposit: \$ _____

Other Deposits: \$ _____

Other Deposits: \$ _____

Monthly Rent: \$ _____

Last month's rent: \$ _____

Deposit to hold credit: \$ _____

TOTAL payable before move-in: \$ _____

Person to notify in case of emergency or death: _____
 (See explanation on back, 12F) Name _____ Relationship _____
 Address: _____ Telephone: () _____ - _____

O=OWNER PAYS:	T=TENANT PAYS:	THE FOLLOWING ARE FURNISHED:	
____ Electricity	____ Water	____ Range	____ Garbage Disposal
____ Cable	____ Sewer	____ Dishwasher	____ Drapes/Blinds
____ Garbage	____ Gas	____ Refrigerator	____ Garbage Can

YARD CARE:

____ Owner/Agent or their Agent shall maintain lawn and landscaping and may enter for that purpose without prior notice.

____ Tenant shall mow, water, and maintain lawn as reasonably required. If necessary for owner/agent to perform work, tenant shall be billed actual cost.

UTILITY OR SERVICE CHARGE:

Type of utilities or services to be charged to tenant _____

Basis for apportionment of utility or service charge to common areas: _____ (e.g., by square footage, by number of units)

MAKE PAYMENTS TO:

Name: _____ Telephone: _____ - _____

Address: _____

City/State/Zip: _____

OCCUPANCY:

Only the following persons shall occupy the unit: _____

Parking Space(s): _____ Storage: _____

FOR SERVICE of Notices to Owner/Agent pursuant to ORS90.155 and ORS90.305:

Name: _____

Street Address: _____

DISCLOSURES:

- 1) Recycling IS IS NOT available.
- 2) Utility benefiting other tenant(s) or common areas: _____
- 3) Foreclosure/Default: Yes No
- 4) If checked, smoking is restricted or prohibited on the premises. See attached smoking agreement.
- 5) If checked, the dwelling unit is located in a 100-year flood plain, as determined by the National Flood Insurance Program.

TERMS AND CONDITIONS:

- 1. RULES:**
 - A. Pets/etc.: No dogs, cats, other animals, aquariums, water beds, pianos, or organs are allowed without the written consent of the Owner/Agent except _____.
 - B. Guests/Occupants: Written permission from the Owner/Agent is required if any guest remains for more than _____ days/nights in any _____ month period.
 - C. Law: Owner/Agent and Tenant shall comply with all rules and regulations pursuant to this agreement and with all local, state, and federal laws.
 - D. The prevailing party shall be entitled to court costs, attorney fees, and/or any other amount allowed under Oregon Statutes.
 - E. Upon obtaining telephone service, Tenant agrees to provide this number to Owner/Agent.
 - F. Tenant shall return premises to Owner/Agent in every way clean. The Owner/Agent's definition of "clean" shall be binding on the parties.
- 2. NOTICE OF ABSENCE:** Tenant(s) shall notify the Owner/Agent of any anticipated absence from the premises in excess of seven (7) days, no later than the first day of the absence.
- 3. ENTRY INTO PREMISES:** Tenant(s) shall not unreasonably withhold consent to the Owner/Agent to enter the premises in order to inspect the premises, make reasonable or agreed upon repairs or improvements or to show the unit to prospective buyers or tenants. The Owner/Agent may enter the premises without consent in an emergency, to post notices, or at any reasonable time with 24-hour notice or permission of tenant. Email is acceptable for actual notice.

- 4. SUBLEASE:** Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises.
- 5. INSURANCE:** The Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to tenant(s) or their guests. Tenant(s) is responsible to maintain their own fire and theft insurance for their personal property. Tenant(s) is also responsible for liability coverage for damage or fire caused by them or their guest's negligence. Tenant(s) is advised to insure his/her personal property. Do you have water-filled furniture? Yes No; Do you have insurance to cover damage resulting from water-filled furniture? Yes No; You are liable for all damages caused by water-filled furniture.
- 6. ABANDONMENT:** Tenant(s) agrees that any goods, chattels, motor vehicles, or other property left on the premises, after termination of the tenancy by any means, shall be considered abandoned and may be disposed of as provided in the Oregon Landlord Tenant Act.
- 7. NOTICES/ACCOUNTING:** All required notices shall be delivered in the manner provided by law to the Owner/Agent or Tenant(s). Any notice served by first class mail ONLY, must include an additional three (3) days for delivery. Where allowed by law, notices may be served by first class mail and the same day attachment in a secure manner to the main entrance to that portion of the premises of which the Tenant has possession or to the Owner/Agent at the address provided or to Owner/Agent at the main entrance of the address provided. Notice given to and received by one Tenant is binding to all other Tenants.
- 8. USE OF PREMISES/MAINTENANCE:**
- A) Use: The premises shall be used only as a dwelling unit. Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities or appliances on the premises.
 - B) Conduct: Disorderly conduct shall be grounds for notice to vacate the dwelling and terminate this agreement. Tenant(s) shall restrict all sounds or noise to a reasonable volume. Tenants and their guests will not be permitted to loiter in halls, stairways, entrance of buildings, or in gardens or landscaped areas. Tenants and their guests shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of the premises.
 - C) Damage/Tampering/Destruction: Tenant(s) is responsible for all damage to property or premises caused by stoppage of waste pipes, or overflow of bathtubs, toilets, or washbasins. Tenant(s) must pay for damage to the building or furnishings other than the normal wear and tear. Tenant(s) shall not tamper with or make alterations to the premises, including changing locks, without the written permission of the Owner/Agent. Tenant agrees Owner/Agent is not required to make a repair in order for Tenant to be liable for the cost of repair. Tenant may be held liable for rent while the dwelling unit is being cleaned or repaired, if the cleaning or repair results from the Tenant's noncompliance with this agreement.
 - D) Malfunctions: Tenant(s) shall report immediately in writing all malfunctions of equipment, failure of essential service, or need of repair.
 - E) Security: Tenant(s) shall keep doors locked at all times. Tenant(s) shall notify the Owner/Agent if locks fail to operate properly.
 - F) Vehicle Repair: No vehicles shall be repaired on the premises. No inoperable or dismantled vehicles are allowed on the premises.
 - G) Common Areas: Tenant(s) shall not leave personal property in the common areas. Tenant(s) are not to affix any decal, poster, or sign to the interior or exterior of the premises. No sign or posters may be placed in the yard area without the written permission of the Owner/Agent.
- 9. SMOKE AND CARBON MONOXIDE ALARMS:** Tenant(s) acknowledges the presence of a smoke alarm and, if required, a carbon monoxide alarm in fully operational condition in the rental unit. Instructions have been provided about how to test the units. Tenant(s) has been instructed to test the devices at least once every six months and replace the batteries as needed and been made aware the Owner/Agent is not liable for loss or damage due to the smoke alarm's failure to operate. Tenant(s) is required to immediately notify Owner/Agent in writing any malfunction of any alarm. Tenant(s) shall not remove or tamper with a properly functioning smoke alarm, including removing any working batteries. Tenant agrees to pay a fee of \$250 for each violation of this paragraph.
- 10. CHARGES:**
- A) Replacement Price: Premises, articles or equipment described in the inventory, or which may hereafter be furnished to the Tenant(s) by the Owner/Agent, that become missing, broken or damaged shall be charged against the Tenant(s) at current market prices at the time of replacement.
 - B) Negligence: Tenant(s) shall not house flammable materials. All damage caused by smoking shall be repaired or replaced at the Tenant's expense.
 - C) Limited Liability: The Owner/Agent shall not be liable for damages of any kind caused by lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of the Owner/Agent. Tenant(s) further agrees to be responsible for and to pay for damages, fines, or fees incurred by Owner/Agent, caused by acts of Tenant(s), other occupants of rental dwelling, pets, and/or guests or visitors.
 - D) Late Charges: An Owner/Agent may charge simple interest on an unpaid late charge at the rate allowed for judgements pursuant to ORS82.010(2) and accruing from the date the late charge is imposed.
 - E) Utilities/Service Charge: Owner/Agent may require the tenant(s) to pay for utilities or services provided directly to the Tenant(s) or a share of the utilities or services provided to the common areas that are billed to the Owner/Agent.
 - F) Other charges: If a Tenant's check is returned by the drawee bank for any reason, Tenant agrees to pay a fee of \$25 plus any fee charged by the Owner/Agent's bank for processing the returned check. If, after receiving a notice from Owner/Agent, Tenant fails immediately to clean up garbage, rubbish or other waste outside of the dwelling unit, Owner/Agent may charge Tenant \$50. If Tenant fails to pay for a utility or service charge billed by the Owner/Agent to the Tenant by the due date stated on the billing, Owner/Agent may charge a late fee of \$50. If Tenant operates a motor vehicle on the premises improperly, such as by speeding or by driving on areas not intended for motor vehicles or by endangering others, Owner/Agent may fine Tenant \$50 for each such improper use.
 - G) Owner/Agent had the carpets, if any, cleaned or shampooed using specialized equipment immediately before the tenancy. The landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before delivery of possession of the premises.
- 11. LEASE ENABLING:** This "lease enabling" provision ensures that the Owner/Agent will retain the power to exclude non-residents from the common areas of the property should they violate the rules of the complex. The Owner/Agent retains 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 in ORS 164.205(5).
- 12. TERMINATION:**
- A) Tenant's failure to complete the term of this lease may result in the imposition of an early termination of lease fee equal to the amount specified on the front of this Fixed Term Lease Agreement OR may result in Tenant being responsible for payment of all Owner/Agent's actual damages due to early termination of the lease. Owner/Agent's actual damages may include, but are not limited to, all rent remaining due through the lease expiration date or the date the premises are re-rented, whichever is earlier, and advertising expenses.
 - B) Owner/Agent's Termination: The Owner/Agent may terminate this tenancy at any time, with cause, upon giving Tenant written notice as provided by the Oregon Landlord/Tenant Act.
 - C) Payment: If Tenant(s) fails to pay rent and other charges, or to comply with any terms or conditions specified herein, Owner/Agent may terminate this tenancy.
 - D) Omissions: Any omission or misstatement on the application for this dwelling unit may, at the option of the Owner/Agent, be grounds for termination of this tenancy.
 - E) Partial Payments: Owner/Agent accepting partial payment does not waive the right to terminate if the balance of rent is not paid as agreed in writing.
 - F) Tenant has designated the "Person to notify in case of death or emergency" as the person, if the tenant is living alone, having the same rights and responsibilities as the Tenant regarding personal property.
- 13. HOLDOVER TENANCY:** Any holding over after the expiration of the rental term, without consent of the Owner/Agent, shall be deemed a willful holdover and owner/agent will be entitled to rent and damages.
- 14. JOINTLY AND SEVERALLY LIABLE:** If a rental unit is occupied by more than one occupant it is agreed that each person will be held responsible for the entire rent and any other additional charges until the rental account is paid in full. Any prepaid rents and/or deposits will remain charged to the account and will not be applied until such time that all Tenants legally vacate the dwelling unit.
- 15. UNENFORCEABLE PROVISION:** If a portion of this rental agreement should be ruled unenforceable by the courts, the other portions remain in full force.
- 16. ATTACHMENTS:** Attached hereto and made a part here of are the following forms:
- | | | | |
|---|--|---|--|
| <input type="checkbox"/> #3: Pet Agreement | <input type="checkbox"/> #21: Deposit Refund | <input type="checkbox"/> #33: Rules & Regulations | <input type="checkbox"/> #54: Mold Agreement |
| <input type="checkbox"/> #9 or #10: Check-in | <input type="checkbox"/> #27: Smoke-Free Agreement | <input type="checkbox"/> #51: Lead-Based Disclosure | <input type="checkbox"/> #58: Foreclosure |
| <input type="checkbox"/> #11: Smoke Detector Acceptance | <input type="checkbox"/> #32: Contract Addendum | <input type="checkbox"/> #52: Co-Signer Agreement | <input type="checkbox"/> Other _____ |
- 17. SIGNATURE BLOCK:** Where used in this agreement "Owner/Agent" means "Landlord" as defined in ORS 90.100. This agreement in duplicate is executed by the parties. All parties acknowledge having read and understood both sides of this agreement. Any questions have been answered. Tenant(s) acknowledge receipt of a copy of this agreement:

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____



Owner/Agent _____ Date _____