203(04/19)

RENTAL AGREEMENT

○ **New Move In** ○ **Transfer** ○ **Renewal** ○ **Month-to-Month Tenancy** ○ **Fixed Term Lease**

THIS AGREEMENT is entered on ___ ___ ___.

By and between _____ as "Landlord" and

_____ as "Tenant(s)"

for the property commonly described as:

Premises: _____ UNIT# _____

City: _____ State: _____ Zip: _____ (the "Premises") and pursuant to the terms and conditions contained herein. No other person(s) shall occupy the Premises, unless otherwise agreed herein.

In addition to the Premises, Tenant(s) shall be entitled to use:

garage(s) _____, parking space(s) _____, and/or storage unit(s) _____ (only fill in if applicable; "none" if left blank).

TERM

TERM:

This tenancy shall commence on ___ ___ ___. If this Rental Agreement consists of a fixed term lease, then the lease end date shall be ___ ___ ___.

RENT

RENT:

Monthly rent shall be $ _____ and shall be due and payable on the _____ day of each month (the first day of the month if the previous blank is not filled in). Rent prorated from ___ ___ ___ through ___ ___ ___ is $ _____ and shall be due and payable on ___ ___ ___.

All rent payments shall be made payable to: _____ and shall be paid at the following location:

_____.

CHARGES

CHARGES: The following shall constitute a list of all deposits, fees and rent that are charged by the Landlord:

Late Charges: If rent is not paid by the end of the 4th day of the rental period, then Tenant(s) shall pay a late charge as follows (choose one):

○ One time late charge of $ _____

○ Daily late fee is not to exceed 6% of the amount customarily charged for flat late fees in the rental market: $ _____ per day

○ Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof: $ _____ per 5 days

Fees:

- Dishonored Check Fee: $35.00 plus any charges bank imposes on Landlord
- Smoke Alarm/Carbon Monoxide Alarm Tampering Fee: $250.00

Noncompliance Fees: Noncompliance fees for the following violations of the rental agreement and in accordance with Section 24: (check all that apply)

○ Late payment of a utility or service charge that the tenant owes the Landlord as described in ORS 90.315

○ Failure to clean up pet, service or companion animal waste from a part of the Premises other than the dwelling unit

○ Failure to clean up garbage, rubbish and other waste from a part of the Premises other that the dwelling unit

○ Parking violations

○ The improper use of vehicles within the Premises

○ Smoking in a clearly designated nonsmoking unit or area of the Premises

○ Keeping on the Premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405

Early Lease Termination Fee: *(Not to exceed 1.5 times the monthly rent)*

$ _____ *(1.5 times the total monthly rent if left blank. If not applicable, insert "0".)*

Utility Payments (In accordance with Section 22): The following denotes who shall pay the following utilities ("O" = Owner pays and "T" = Tenant pays): _____ Electricity _____ Gas _____ Water _____ Sewer _____ Garbage _____ Cable _____ Service Charge _____ Other: _____

The Tenant(s) shall pay directly to the landlord the following utilities/service charge which are delivered directly to the tenant's dwelling unit: _____

This utility bill or service charge is assessed by the utility provider to the Landlord in the following manner: _____

_____

These utilities are apportioned among the Tenant(s) as follows: _____

_____

Tenant(s) shall pay the following utilities which benefit the landlord or common areas: _____

_____

These utilities are apportioned among the Tenant(s) as follows: _____

_____

SERVICE OF NOTICES: The Landlord's address for service of notices is: _____

_____

Rent:

Rent Due at Move-In/Renewal:	$ _____
Second Rent Payment:	$ _____
Monthly Stated Rent:	$ _____
Additional Rent: _____	$ _____
Additional Rent: _____	$ _____
Total Monthly Rent:	$ _____

Deposits:

Security Deposit:	$ _____
Add'l Deposit (pet):	$ _____
Execution Deposit:	$ _____
Last Month's Rent Deposit:	$ _____
Other Deposit	$ _____
(Describe): _____	

Total Payable Before Move In: $ _____

DISCLOSURES

DISCLOSURES:

a. Flood Plain: The dwelling unit ○ is ○ is not located within a 100 year flood plain.

b. Smoking: Landlord's smoking policy is described in the attached Smoking Policy Addendum.

c. Foreclosure/Default: The Premises ○ are ○ are not subject to a foreclosure or an existing default.

d. Recycling: Recycling ○ is ○ is not available.

The following are furnished:

○ Range ○ Refrigerator ○ Dishwasher

○ Garbage Can/Recycling Bin

○ Blinds/Drapes ○ Washer Dryer

○ Other: _____

Tenant(s) Initials: _____ _____ _____ _____

PREVIEW ONLY

ADDITIONAL TERMS AND CONDITIONS:

1. **Condition of Premises/Apartment Condition Checklist:** Tenant(s) covenants that at the commencement of this Rental Agreement that (a) the Premises are in good, clean, habitable condition and repair, are devoid of any substantial habitability defects, and (b) that Tenant(s) have not observed any visible evidence of the presence or infestation of bedbugs, insects or vermin.
2. **Use of Premises:** Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities or appliances on the Premises. Tenant(s) shall immediately report any malfunctions to Landlord. Tenant(s) shall not store flammable materials. The Premises are to be occupied solely for Tenantial purposes as housing accommodations by _____ (If left blank only the tenants named on the front of the rental agreement may occupy the dwelling unit.) Tenant(s)/occupant(s) only. The Premises shall not be used for business or commercial purposes, and/or for any other purpose whatsoever. Neither Tenant(s) nor his/her guests shall change locks, damage, destroy, and/or alter any portion of the premises or common areas. Tenant(s) shall not repair any vehicle, and/or maintain or store any inoperable, dismantled, unregistered or unlicensed vehicle, on the premises or common areas. Tenant(s) shall not affix, glue, paint, or attach anything on/to any windows or screens. Tenant(s) shall pay replacement value for any broken, damaged or missing items. Smoke related damage is not considered ordinary wear and tear. Landlord and Tenant(s) agree that the lack of cleanliness does not constitute ordinary wear and tear. Therefore, Tenant shall return the dwelling, including appliances, in as clean condition as when tenant took occupancy.
3. **Quiet Use and Enjoyment/No Interference:** Tenant(s) and his/her family, agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other Tenant(s), guests and/or invitees of the premises or apartment community. Tenants, occupants, and guests shall not interfere with the Landlord's management of the property. Tenants, occupants and guests shall not verbally, physically or electronically threaten, harass, assault, batter, abuse, yell at, scream at, solicit sexual acts from, offer sexual acts to, display lewd behavior toward or in the presence of, and/or intentionally intimidate, the Landlord, Owner, fire department personnel, police or sheriff personnel, medical personnel, emergency response personnel, law enforcement personnel, and/or persons representing and/or assisting the Landlord or Owner, including, without limitation, employees, agents, contractors, subcontractors, repair or maintenance personnel. In addition No noise shall be emitted from the dwelling unit during quiet hours (10:00 pm to 7:00 am).
4. **Rules/Laws:** Tenant(s) and all other members of Tenant(s)'s household and guests shall comply with all municipal, county, state, and federal laws, and with all rules and regulations now or hereafter promulgated by Landlord.
5. **Smoke and/or Carbon Monoxide Detectors and Sprinkler Heads:** Tenant(s) shall test any detector at least once every six months, replace batteries as needed, notify Landlord in writing of any operating stoppages or deficiencies, and shall not remove or tamper with any properly functioning detector or remove working batteries from the same. Tenant(s) will keep the detector's case clean and free from dirt, debris, and infestation. Removal of or tampering with a smoke detector, and/or carbon monoxide detector will result, without limitation, in a $250.00 fee and/or a Lease violation notice. Tenant shall not obstruct, remove or tamper with any sprinkler heads used for fire suppression.
6. **Humidity and Moisture Control:** Tenant(s) is responsible for maintaining proper ventilation and preventing conditions that are conducive to mold or mildew growth. Tenant(s) shall notify Landlord immediately upon the discovery of any water leaks, standing water, condensation on interior surfaces, high humidity, musty smells, and visible mold anywhere in the Premises.
7. **Carpets:** Before Tenant(s) took possession of the Premises, Landlord or its agent cleaned the carpets, if any, by use of a machine specifically designed for cleaning or shampooing carpets, or replaced the carpet, if any, after the previous tenancy or the most recent
significant use of the carpet and before Tenant(s) took possession. Landlord may deduct the cost of carpet cleaning regardless of whether Tenant(s) clean the carpet before Tenant(s) deliver possession as described in ORS 90.147
8. **Pets:** Tenant(s) shall not keep any pet in, on or upon the Premises or any common area without the prior written permission of Landlord, and only after paying to Landlord an additional deposit as required and after complying with any pet policies in effect at that time.
9. **Prohibited Items:** Tenant(s) are not permitted to have any aquariums, water beds, pianos, or organs without the written consent of the Owner/Agent.
10. **Guests/Subletting/Assignment:** Tenant may not sublet or assign this agreement, the dwelling unit or any part thereof without Landlord's prior written consent. Guests are considered to be any person(s) other than those specifically listed on this Rental Agreement. Guests shall be strictly prohibited from staying in the rental unit longer than _____ days (fourteen if left blank) during any 12 month period of time. For purposes of this section, "staying in the rental unit" (a) means presence on the Premises for a substantial amount of time, whether during the day or overnight, (b) applies to guests, relatives and babysitters, and may (but does not necessarily) include receipt of mail at the rental Premises. Tenant will be strictly responsible for any and all actions of their guests. Guests may be directed to leave the property and may be barred from returning to the Premises or apartment community for any reason, including, without limitation, when they substantially interfere with the quiet enjoyment or comfort of any Tenant, the management of the Premises and common areas by Landlord, or if they damage, deface, or destroy any property belonging to the community, or its Tenants. Any subletting or assignment will not release Tenant(s) from liability. Tenant(s) shall not participate, in any manner, in any endeavor or enterprise, commercial or otherwise, pursuant to which Tenant(s) offers to allow, and/or actually allows, any Non-Tenant(s) to occupy any portion of Tenant(s)'s dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights). Resident shall not represent or advertise, whether verbally, in writing, or in any electronic media or medium whatsoever, that Tenant(s)'s dwelling is available for occupancy, for any period of time whatsoever, by any Non- Tenant(s), if said occupancy is, or will be, in exchange for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights).
11. **Amenities:** Amenities, including, without limitation, any pools, fitness rooms, clubhouses, hot tubs, spas, business centers, computer rooms, laundry rooms and/or recreational facilities (hereafter, "Amenities") are made available to Tenant(s) as a

SAMPLE - VIEW ONLY

revocable privilege and license, and not as a contractual right.

12. **Safety/Windows:** Landlord makes no representation or warranties that the premises or complex is secure from theft or any other criminal activity. Open and partially open windows present a potential risk of injury or death to all Tenant(s), occupants and their guests. Neither window glass, window screens, nor any other portion of windows are intended to support a person's weight or prevent a person from falling from or out of an open window.
13. **Interruptions In Service:** Landlord will not be responsible for damages to any person for any interruption or reduction in utilities, cable, and telephone or services.
14. **Right to Enter:** Landlord may enter the Premises without the consent of the Tenant(s) (a) in the case of an emergency; or, (b) pursuant to a court order. Except in the case of an emergency or as otherwise authorized by law, Landlord shall give Tenant(s) at least twenty-four (24) hours' actual notice of intent to enter the Premises in order to inspect the Premises, make necessary or agreed upon repairs, decorations, alterations, or improvements, supply necessary or agreed upon services or exhibit the Premises to prospective or actual purchasers, mortgagees, Tenant(s), workmen, or contractors. Tenant(s)'s failure to allow Landlord access to the Premises in accordance with the foregoing provisions shall constitute a material breach of this Rental Agreement.
15. **Written Notices:** (a) All notices required by this rental agreement and/or Oregon law to be in writing shall be served personally, by first class mail, or by first class mail and attachment. (b) If served by first class mail and attachment from Landlord to Tenant(s), the notice shall be deemed served on the day it is both mailed by first class mail addressed to the Tenant(s) at the Premises and attached in a secure manner to the main entrance to that portion of the Premises of which the Tenant(s) has possession. (c) If served by first class mail and attachment from Tenant(s) to Landlord, the notice shall be deemed served on the day it is both mailed by first class mail addressed to the Landlord at the address on page 1 as Landlord's address for service of notices or as may hereafter be designated by landlord in writing, and attached in a secure manner to the main entrance to the apartment complex's main office, if one exists, and if not, then to the Landlord's address designated on page 1 as Landlord's address for service of notices or as may hereafter be designated by landlord in writing. If the apartment complex's main office and/or Landlord's address for service of notices is located inside a building, then the Tenant(s) shall be entitled to attach the notice to the main entrance to that building. Landlord is authorized to accept notices on behalf of the Owner of the Premises. (d) Tenant(s) shall notify the Landlord in writing of any post office box or telephone number used, or to be used, by the Tenant(s). In the event this information changes, Tenant(s) shall immediately provide updated information to Landlord. (e) The Tenant(s) agrees to provide the Landlord with written notice of (i) change of contact address during the tenancy, and (ii) any forwarding address at the time of termination of the tenancy.
16. **Actual Notice:** When ORS Chapter 90 or this rental agreement require actual notice, service or delivery of that notice shall be executed by one or more of the following methods: (1) Verbal notice that is given personally to the landlord or tenant or left on the landlord's or tenant's telephone answering device. (2) Written notice that is personally delivered to the landlord or tenant, left at the landlord's rental office, sent by facsimile to the landlord's residence or rental office or to the tenant's dwelling unit, or attached in a secure manner to the main enterance of the landlord's residence or tenant's dwelling unit. (3) Written notice that is delivered by first class mail to the landlord or tenant. (4) Any other method reasonably calculated to achieve actual receipt of notice, as agreed to and described with this written rental agreement. ○ If this box is checked, actual notice includes notice by e-mail from the landlord to the tenant at the following e-mail address: _____ _____ and from the tenant to the landlord at the following e-mail address: _____ _____.
17. **Termination:** (a) All Tenancies: Landlord may terminate the tenancy based upon Tenant(s)s' failure to pay amounts when due, violations of this Rental Agreement, and for any other legal reason. (b) Leases: If the tenancy is a fixed term tenancy: (A) At any time during the tenancy, the Tenant may terminate the tenancy by giving the Landlord notice in writing not less than 30 days prior to the specified end date for the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later; (B) If the specified end date for the fixed term falls within the first year of occupancy, the Landlord may terminate the tenancy without cause by giving the Tenant notice in writing not less than 30 days prior to the specified end date for the fixed term, or 30 days prior to the date designated in the notice for the termination of the tenancy, whichever is later. (c) Month-to-Month Tenancies: (A) At any time during the tenancy, the Tenant may terminate the tenancy by giving the Landlord notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy; (B) At any time during the first year of occupancy, the Landlord may terminate the tenancy by giving the Tenant notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy. (d) Nothing contained herein shall prohibit any other valid method or means of termination. Acceptance of a last month's rent deposit shall not constitute a waiver of Landlord's right to terminate for nonpayment of rent.
18. **Absence:** Tenant(s) shall notify Landlord of any absence in excess of seven (7) days, no later than the first day of said absence.
19. **Abandonment:** Tenant(s) shall not vacate or abandon the Premises unless Tenant(s) first served upon Landlord a valid Notice of Termination.
20. **Abandoned Property:** Any personal property left on the Premises after the tenancy has ended, regardless of the basis for termination, shall be deemed abandoned and may be disposed of in accordance with applicable law(s).
21. **Security Deposits:** Tenant(s) has paid a security deposit, in the amount set forth on page 1, to secure faithful performance of all terms and conditions of the parties' Rental Agreement. The security deposit is not intended, nor shall it be construed, to be applied as rent by Tenant(s). Any deposit refund will be made jointly in the name of the Tenant(s) of record at the time of termination of tenancy.
    ○ If this box is checked and the landlord is a property manager, the security deposit will be transferred to the owner of the property.
    ○ If this box is checked, the landlord is a property manager and the Tenant agrees that the security deposit may be deposited in a federally insured interest bearing account. Interest accrued on the account will be disbursed to: ○ property manager ○ owner ○ tenant. Interest will be disbursed annually.
22. **Utilities/Service Charge:** Landlord may require Tenant(s) to pay for utilities or services provided directly to the Tenant(s), and/or charge Tenant(s)s' their share of the utilities or services provided to any common area as described on page 1. Landlord will bill Tenant for utility or service charges that are billed directly to Landlord within 30 days of Landlord's receipt of the provider's bill.

PREVIEW COPY

A copy of the provider's bill will be included in Landlord's bill to Tenant or, if not included, is available for inspection at reasonable times upon request. Tenant may copy the provider bill during inspection upon request and payment of the reasonable costs of making copies. Landlord may deliver bills under this section in the same manner as written notices or by electronic means.

23. **Late Charges and NSF Fees:** In the event Tenant(s) fails to pay rent by the end of the fourth (4th) day of the monthly rental period, a late charge shall be imposed upon Tenant(s) as described on page 1 of this agreement. Said late charge shall be imposed automatically as the accrue, and without further notice to Tenant(s). Failure to pay late charges by the end of the month in which they are incurred shall constitute a material default of this rental agreement. If any checks are dishonored by any bank for any reason, then Tenant(s) shall pay to Landlord a $35.00 NSF fee, plus any other fees that any bank charges to Landlord.
24. **Noncompliance Fees:** Landlord may charge Tenant(s) noncompliance fees, as set forth on page 1, for any of the following acts of noncompliance: (a) late payment of a utility or service charge that the Tenant owes the Landlord as described in ORS 90.315; (b) failure to clean up pet, service or companion animal waste from a part of the Premises other than the dwelling unit; (c) failure to clean up garbage, rubbish and other waste from a part of the Premises other than the dwelling unit; (d) parking violations; (e) the improper use of vehicles within the Premises; (f) smoking in a clearly designated nonsmoking unit or area of the Premises; and/or (g) keeping on the Premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405. Landlord may only serve a Warning Notice of Violation for the first act of noncompliance. However, in the event of a second or subsequent noncompliance, that occurs within one year after Landlord's service of a Warning Notice of Violation, the Landlord may charge Tenant(s) those noncompliance fees set forth on page 1 and must be charged within 30 days of the subsequent violation. The forgoing noncompliance fees only applies to a second or any subsequent violation and may not exceed $50.00. The amount of the fee for a second noncompliance shall be $ _____($50.00, if left blank). Third or subsequent violations will result in a noncompliance fee, not to exceed $50.00, plus 5% of the rent.The amount of the fee for a third or subsequent noncompliance shall be $ _____ ($50.00 if left blank) plus five percent of the rent payment for the current rental period. The fee for a second or any subsequent violation of keeping on the Premises an unauthorized pet capable of causing damage to persons or property shall be $ _____($250.00 if left blank), but may only be assessed not less than 48 hours after the required warning notice of violation to the tenant. This noncompliance fee only applies to a second or any subsequent violation and may not exceed $250.00. The fee for a second or any subsequent violation of smoking in a clearly designated nonsmoking unit or area of the Premises shall be $ _____($250.00 if left blank), but may only be assessed not less than 24 hours after the required warning notice of violation to the tenant. This noncompliance fee only applies to a second or any subsequent violation and may not exceed $250.00. Nothing set forth in this paragraph shall limit any other rights or remedies Landlord may have under any applicable law.
25. **Early Termination Fee:** If this Rental Agreement consists of a fixed term lease and the early termination fee set forth on page 1 has been left blank, or sets forth a dollar amount, then Landlord shall be entitled to said early termination fee, in addition to all other damages allowed by law, if Tenant(s) abandons or relinquishes possession of the dwelling unit during the fixed term without cause. Said early termination fee shall be due and payable to Landlord upon the earlier of Tenant(s)'s service upon Landlord of a notice of intent to terminate the tenancy, or the date upon which the Landlord first knew or should have known of Tenant(s)'s abandonment or relinquishment of the Premises. In addition to said early termination fee, Tenant(s) shall pay to Landlord (a) all rent, fees, and charges owed to Landlord through the date Landlord knew or should have known of Tenant(s)'s abandonment or relinquishment of the Premises; (b) an amount sufficient to repair or replace all damage to the Premises and/or common areas exceeding normal wear and tear; (c) an amount equal to any concessions* granted to Tenant(s); and (d) interest thereon at the maximum permissible statutory prejudgment interest rate from the date the debt first arose. (*The parties expressly agree that any concessions granted to Tenant(s) were granted expressly contingent upon Tenant(s) fulfilling the term of the Lease and that, although said concessions may be spread throughout the Lease term, are not fully vested and/or earned unless Tenant(s) fulfills the entire term of the Lease. The parties further agree that any concession repayment does not constitute payment of a fee).
26. **HOA Assessments:** ○ If this box is checked and the HOA that the owner of the property is a member of imposes a charge for moving in or out of a dwelling unit located within the association and related to the expenses of moving into or out of such dwelling unit. Landlord shall provide Tenant with a copy of the assessment from the HOA. Tenant shall pay such assessment to Landlord upon receipt of a copy of the assessment from the Landlord.
27. **Application of Payments:** Landlord shall apply Tenant's payments in the following order: (a)Outstanding rent from prior rental periods; (b) rent for the current rental period; (c) utility or service charges; (d) late rent payment charges; and (e) fees or charges owed by the Tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the Tenant.
28. **Rent Increase:** Landlord may increase rent in accordance with applicable law(s).
29. **Attorney Fees:** In the event any suit or action is brought to enforce any terms of this Agreement and/or with regard to the parties' Landlord/Tenant
relationship, the prevailing party therein shall be entitled to attorney fees and court costs, including upon any appeal.
30. **Insurance:** Except to the extent prohibited by law, landlord is not liable for any loss or damage to Tenant(s)'s, or Tenant(s)'s guest's, personal property. Tenant(s) shall maintain their own renter's 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.
31. **Renter's Liability Insurance:** (choose one) ○ is ○ is not required. If renter's liability insurance is required, then Tenant(s) shall obtain and maintain at all time during tenancy renter's liability insurance with an amount of coverage of $ _____ ($100,000 per occurrence, if left blank). If this rental agreement is, or becomes, a month-to-month tenancy, then Landlord may amend this agreement during the month-to-month tenancy to require renter's liability insurance after giving the Tenant(s) at least 30 days' written notice of the requirement. If Tenant(s) do not obtain renter's liability insurance within the 30-day period: (a) Landlord may terminate the tenancy pursuant to ORS 90.392; and (b) Tenant(s) may cure the cause of the termination as provided by ORS 90.392 by obtaining insurance. Tenant(s) shall provide documentation that Tenant(s) maintain the renter's liability insurance on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Landlord reasonably believes that the insurance policy is no longer in effect. Tenant(s) shall provide documentation either (a) that Tenant(s) have named Landlord as an interested party on the Tenant's renter's liability insurance policy authorizing the insurer to notify Landlord of (i)

Preview Only

cancellation or nonrenewal of the policy; (ii) reduction of policy coverage; or (iii) removal of Landlord as an interested party; or (b) on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Landlord reasonably believes that the insurance policy is no longer in effect, that Tenant(s) maintain the renter's liability insurance. Pursuant to Oregon law, "a Landlord may require that a tenant obtain or maintain renter's liability insurance only if the Landlord obtains and maintains comparable liability insurance and provides documentation to any tenant who requests the documentation, orally or in writing. The Landlord may provide documentation to a tenant in person, by mail or by posting in a common area or office. The documentation may consist of a current certificate of coverage." Neither Landlord nor Tenant(s) shall make unreasonable demands that have the effect of harassing the other with regard to providing documentation of insurance coverage. Landlord may not: (a) require that Tenant(s) obtain renter's liability insurance from a particular insurer; (b) require that Tenant(s) name the Landlord as an additional insured on the tenant's renter's liability insurance policy; (c) require that Tenant(s) waive the insurer's subrogation rights; or (d) make a claim against Tenant's renter's liability insurance unless: (i) the claim is for damages or costs for which the tenant is legally liable and not for damages or costs that result from ordinary wear and tear, acts of God or the conduct of Landlord; (ii) the claim is greater than the security deposit of Tenant(s), if any; and (iii) Landlord provides a copy of the claim to Tenant(s) contemporaneous with filing the claim with the insurer. Landlord will not require Tenant(s) to obtain or maintain renter's liability insurance if the household income of the Tenant (s) is equal to or less than 50 percent of the area median income, adjusted for family size as measured up to a five-person family, as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development. Landlord will not require Tenant(s) to obtain or maintain renter's liability insurance if the dwelling unit of the tenant has been subsidized with public funds: (a) Including federal or state tax credits, federal block grants authorized in the HOME Investment Partnerships Act under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, or the Community Development Block Grant program authorized in the Housing and Community Development Act of 1974, as amended, and tax-exempt bonds. (b) Not including federal rent subsidy payments under 42 U.S.C. 14371f or any other local, state or federal rental housing assistance.

32. **Enabling Clause:** Landlord and its agents 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 purposes as that phrase is defined in ORS 164.205(5). Landlord and its agents may exclude any Non-Tenant(s) from the premises or common areas.
33. **Nonwaiver:** No waiver by Landlord of the breach of any covenant, condition or term of this Rental Agreement shall be construed as a waiver of any preceding or succeeding breach nor shall the acceptance of rent during any period in which Tenant(s) is in default be deemed to be a waiver of such default.
34. **Joint and Several Liability:** All Tenant(s) are jointly and severally liable for all rent, and all other amounts due, and for the full performance of all terms and conditions set forth herein, and whether or not in actual possession of the Premises.
35. **Credit Reporting:** Tenant(s) are hereby notified that performance as Tenant(s) may be reported to credit reporting agencies.
36. **Savings and Severability:** If any clause or provision of this Rental Agreement is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Rental Agreement shall not be affected thereby, and it is also the intention of the parties to this Rental Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
37. **Addendums:** The following Addendums are incorporated herein by reference:

○ Lead Based Paint Disclosure	○ Smoke/ ○ Carbon Monoxide Detector	○ Deposit Refund Checklist	○ Satellite Addendum
○ Co-Signer Agreement		○ Parking Agreement	○ Safety Notice
○ Pet Addendum	○ Ventilation, Mold & Mildew Addendum	○ Annual Recycling Notice	○ Pest Control Addendum
○ Smoking Policy Addendum		○ Yard Care Addendum	○ Other (Describe _____)
○ Move In & Out	○ Rules and Regulations	○ Marijuana Addendum	○ Other (Describe _____)

Entire Agreement: This Rental Agreement, Tenant(s) application to rent, and all Addenda executed by the parties constitute the entire agreement of the parties and shall supersede and replace all prior agreements, representations and/or warranties. This Agreement has been read in its entirety, and is fully understood, by all parties and may be executed in duplicate or counter parts. Any misrepresentation in tenant(s) application to rent is a material breach of this agreement.

X_____	X_____	X_____
Landlord/Owner/Agent Date	Tenant Date	Tenant Date
_____	X_____	X_____
Landlords Phone Number	Tenant Date	Tenant Date

Emergency Contact Information: Name and contact information for person to contact in the event of emergency or death of Tenant (contact person should be over the age of 18, and must not be an occupant of the Premises): _____

Relationship: _____ Address: _____ Telephone: _____

EQUAL HOUSING OPPORTUNITY
WARNING: This form may not be reprinted without written Permission of the Oregon Apartment Association, Inc.
© Copyright 2010 Ver. 10, 04//2019

PREVIEW ONLY