RESIDENTIAL RENTAL AGREEMENT

BASIC INFORMATION

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

THIS AGREEMENT is entered into on (Date)_____, by and between _____ as "Landlord" and _____ as "Resident(s)" for that property commonly described as: _____ (the "Premises") and pursuant to the terms and conditions contained herein. No other person(s) shall occupy the premises. In addition to the Premises, Residents shall be entitled to use garage ____, parking space ____, and/or storage unit _____ (only fill in if applicable; "none" if left blank).

TERM: This tenancy shall commence on (Date)_____, and, if this Rental Agreement consists of a fixed term lease, then the tenancy shall end on (Date)_____.

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 (Date)_____ to (Date)_____ is $_____and shall be due and payable on (Date)_____. All rent payments shall be made payable to _____ and shall be paid at the following location: _____

CHARGES

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

Rent: Rent Due at Move-In/Renewal: Second Rent Payment: Monthly Stated Rent: Additional Rent: _____ Additional Rent: _____ Total Monthly Rent:	 $_____ $_____ $_____ $_____ $_____ $_____	**Late Charges:** If rent is not paid by the end of the 4th day of the rental period, then Resident shall pay a late charge as follows (choose one): One time late charge of $_____; or Per-day late fee shall not exceed 6% of the amount customary in rental area: $_____ per day; or Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof: $____ per 5 days
Deposits: Security Deposit: Animal Deposit: Execution Deposit: Last Month's Rent Deposit: Other Deposit (Describe): _____	 $_____ $_____ $_____ $_____ $_____	**Fees:** Dishonored Check Fee: $25.00 plus any charges bank imposes on Landlord Smoke Alarm/Carbon Monoxide Alarm Tampering Fee: $250.00 **Noncompliance Fees:** Landlord may charge the following noncompliance fees after serving a warning notice of violation for the first act of noncompliance. For the second act that occurs within one year of the first act, Landlord may charge a $50.00 and $50.00 plus 5% of the monthly rent for a third and subsequent noncompliance within the same year for a-e and $250.00 for the second and subsequent violations within the same year for f-g. a. Late Payment of a Utility b. Failure to Clean Pet/Animal Waste c. Failure to Clean Garbage/Rubbish d. Parking Violation e. Improper Use of Vehicles f. Smoking in a clearly designated non-smoking unit or area of the Premises g. Keeping on the premises an unauthorized pet capable of causing damages to persons or property.
Early Lease Termination Fee: *(1.5 times the total monthly rent if left blank)*	$_____	
Total Payable Before Move In:	$_____	

Utility Payments: The following denotes who shall pay the following utilities ("O" = Owner pays and "T" = Tenant pays): ___ Electricity ___ Gas ___Water ___ Sewer ___ Garbage ___ Cable. Resident shall pay directly to Landlord the following utility/service charges:_____. The utility or service charges are assessed to the Landlord in the following manner: _____. Utilities delivered to the Landlord and delivered to the dwelling unit shall be apportioned according to the following formula:_____ Resident shall to Landlord the following Utility/Services benefitting common areas:_____ which are apportioned according to the following formula: _____ . Resident utility payments are due on receipt of Landlord's bill. If not paid within 30 days of the due date, Landlord may impose a late fee as provided by this Rental Agreement. Resident pays to directly to the utility provider the following utilities which benefit other tenants or the common areas:_____.

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DISCLOSURES

DISCLOSURES: (a) Flood Plain: The dwelling unit __ is __ is not located within a 100 year flood plain. (b) Smoking: Landlord __ does __ does not have a smoking policy. Smoking __ is __ is not prohibited in, on, or upon the premises. (c) Foreclosure/Default: The premises __ are __ are not subject to a foreclosure or an existing default. (d) Recycling: Recycling __ is __ is not available.

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

_____

ADDITIONAL TERMS AND CONDITIONS

Condition of Premises / Apartment Condition Checklist: Resident(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 Resident(s) have not observed any visible evidence of the presence of infestation of bedbugs, insects or vermin.
Use of Premises: Residents shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities or appliances on the premises. The premises are to be occupied solely for residential purposes as housing accommodations by ____ *(insert number)* Resident(s)/occupant(s) only. The premises shall not be used for business or commercial purposes, and/or for any other purpose whatsoever.
Pets: Resident(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.
Prohibited Items: Residents are not permitted to have any aquariums, water beds, pianos, or organs without the written consent of the Owner/Agent.
Quiet Use and Enjoyment / No Interference: Resident 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 Residents, guests and/or invitees of the Community. Residents and all other members of Resident's household and guests shall not (a) interfere with the Landlord's management of the property; and/or (b) verbally or physically threaten, harass, assault, batter, abuse, and/or yell at, scream at, and/or intentionally intimidate, the Landlord, Owner, and/or persons representing and/or assisting the Landlord or Owner, including, without limitation, employees, agents, contractors, subcontractors, repair or maintenance personnel.
Rules/Laws: Resident and all other members of Resident's household and guests shall comply with all laws and with all rules and regulations now or hereafter promulgated by Landlord.
Guests/Subletting/Assignment: Any person residing in the premises for more than ____ days (fourteen if left blank) during any 12 month period shall be deemed an unauthorized occupant, and Resident(s) shall be deemed in breach of this Rental Agreement, unless the Resident(s) first obtain prior permission from the Landlord. Resident(s) shall not sublet or assign all or a portion of the premises without the prior written consent of Landlord. Any subletting or assignment will not release Resident(s) from liability.
Early Termination of Lease: An early termination fee __ Does ___ Does Not Apply. (1) If this rental agreement consists of a fixed term lease, and Resident fails to fulfill the term of the lease for any reason, then landlord shall be entitled to pursue any and all default remedies, including damages, allowed by law. Said default remedies and damage claims shall include, without limitation, a right to procure (a) repayment of any concessions granted to Resident, (b) any concessions given to any replacement Resident as an inducement to procure said replacement Resident; (c) rent through the end of the day immediately preceding the commencement of a new tenancy with a new Resident or the natural lease expiration date set forth in this Rental Agreement, whichever is earlier; (d) any rent losses arising out of re-letting the premises to a replacement Resident at a lesser rent rate than that set forth in this rental agreement; and (e) all expenses associated with obtaining a new Resident and re-renting the premises, including, without limitation, all advertising and administrative expenses. (2) If the early termination box has been checked by Landlord, then Landlord may charge Resident an Early Termination Fee of $_____(one-and-one-half times the monthly rent if left blank) if Resident fails to fulfill the term of the Lease for any reason. Said Early Termination Fee shall be due and payable to Landlord upon the earlier of Resident'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 Resident's abandonment or relinquishment of the premises. In addition to said Early Termination Fee, Resident shall pay to Landlord (a) all rent, fees, and charges owed to Landlord through the date Landlord knew or should have known of Resident'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 Resident; 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 Resident were granted expressly contingent upon Resident 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 Resident fulfills the entire term of the Lease. The parties further agree that any concession repayment does not constitute payment of a fee.)
Absence: Resident(s) shall notify Landlord of any absence in excess of seven (7) days, no later than the first day of said absence.
Amenities: Amenities, including, without limitation, any pools, fitness rooms, clubhouses, hot tubs, spas, business centers, computer rooms, and/or recreational facilities (hereafter, "Amenities") are made available to Resident as a revocable privilege and license, and not as a contractual right.
Safety / Windows: Resident(s) acknowledges that the premises (the building and the complex of which the premises and building are a part) is not a "security" complex. Landlord makes no representation nor warranties that the building 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 residents, 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. Resident shall be solely responsible for preventing anyone from (a) sitting on/in any window; (b) standing on/in any window; (c) playing in/around windows; (d) participating in any activity which may result in leaning on, against or through any window, and/or colliding with the same; (e) participating in any activity that could result in any person or animal falling through or out any window.
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.

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Right to Enter: Landlord may enter the premises without the consent of the Resident (a) in the case of an emergency; or, (b) pursuant to a court order. Except in the case of an emergency or if it is impractical to do so, Landlord shall give Resident at least twenty-four (24) hours' notice of intent to enter the premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services or exhibit the premises to prospective or actual purchasers, mortgagees, Residents, workmen, or contractors. Resident's failure to allow Landlord access to the premises in accordance with the foregoing provisions shall constitute a material breach of this Lease. Resident expressly agrees that demands or requests by Resident to reschedule entries that are scheduled to occur following service of a twenty-four (24) hours' notice of intent to enter may be construed as a denial of Landlord's lawful right to enter. The foregoing provisions shall not apply if Resident has abandoned or surrendered the premises. For purposes of this paragraph, "Landlord" shall include Landlord's agents, employees, contractors, and subcontractors.

Security Deposits: In addition to all other payments required of Resident(s) hereunder, The security deposit is not intended, nor shall it be construed, to be applied as rent by Resident(s), and the full monthly rent shall be paid on or before the first day of the month, including the last month of possession or of the lease term. Any refund of the unused balance of prepaid rents and deposits will be made jointly in the name of the Resident(s) of record at the time of termination of tenancy and any sharing or division of the settlement for these deposits among the Resident(s) shall be the responsibility of the Resident(s) not the Landlord. If this box ___ is checked and this agreement is with a property manager/management company the deposit will be transferred to the Owner.

Exclusions: We may exclude from the Premises and common areas of the apartment community any person(s), including, without limitation, person(s) (a) who have been previously evicted from the apartment community; (b) who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules; (c) who, in our judgment, have disturbed, harassed, threatened and/or intimidated other residents, neighbors, visitors, Owner(s) and/or Owner's agents. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. If, after notice to you, you allow any excluded person to enter, remain in, and/or occupy your dwelling unit and/or any garage or storage space, said allowance shall constitute a material breach of this Rental Agreement and shall provide a valid basis for terminating your tenancy. The Landlord and Landlord's 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 purpose as that phrase is defined in ORS 164.205(5). Common areas shall include, without limitation, any locations shared by Residents, such as laundry rooms, courtyards, hallways between dwellings, recreational or meeting facilities, building entryways, and parking lots.

Maintenance: Resident(s) shall keep said premises in a good state of preservation. Resident(s) agrees not to make any alteration, installations, repairs or redecorations of any kind whether permitted by law or otherwise to the premises without written consent by Landlord. Resident(s) agrees to leave the premises completely clean and in good condition and repair when vacating, it being understood that Resident(s) shall not be responsible for reasonable wear and tear (due solely to the passage of time), act of God and the elements.

Abandonment: Resident(s) shall not vacate or abandon the premises at any time during either (a) the term of a fixed term lease, or (b) a month-to-month tenancy, unless Resident(s) first served upon Landlord a valid Notice of Termination compliant with this Rental Agreement and all applicable laws. If Resident(s) wrongfully abandon or vacate the premises, or is dispossessed by process of law or otherwise, any personal property belonging to Resident(s) and left on the premises shall, at the option of Landlord, be deemed abandoned, and Landlord will have the right, but not the obligation, to store, remove, move, sell, destroy, and/or dispose of any and all personal property in the manner as prescribed by law. If Resident(s) abandon the premises during a month-to-month tenancy without proper notice to Landlord, Resident(s) shall be obligated to pay rent for thirty (30) days from the date Landlord first discovers the abandonment and procures possession of the premises.

Termination: Landlord may terminate Resident(s)' tenancy for breaches of this Rental Agreement, including failure to pay rent, noncompliance with the requirements of ORS 90.325 or any other lawful reason upon written notice as provided by law. If the Rental Agreement is for a fixed term with an expiration date within the first year of occupancy, Landlord may terminate this Rental Agreement by notice in writing not less than 30 days prior to the expiration date of the fixed term or the date designated in the notice, whichever is later. If this Rental Agreement is for a fixed term with an expiration date after the first year of occupancy, Landlord may terminate this Rental Agreement as provided in the first sentence of this paragraph, including having a qualifying reason for termination as provided by ORS 90.427. If the Rental Agreement is for a month-to-month tenancy, Landlord may terminate this Rental Agreement without a stated cause at any time during the first year of occupancy on 30 days' written notice. For a month-to-month tenancy after the first year of occupancy, Landlord may terminate this Rental Agreement as provided in the first sentence of this paragraph, including having a qualifying reason as provided by ORS 90.427. Tenant may terminate a fixed term rental agreement by giving 30 days written notice prior to the expiration of the fixed term or at any time for a month to month tenancy. In addition to the above, if this Rental Agreement is for a duplex or single-family house in which the Landlord resides on the same property, Landlord may terminate this Rental Agreement after the first year of occupancy by giving 60 days written notice prior to the date designated in such notice or the end of a fixed term whichever is a later.

Use of Amenities: Resident(s) use of swimming pool, fitness equipment, laundry rooms, or other amenities shall be at the resident(s) own risk and without liability to Landlord. This Rental Agreement is made on the express condition that Landlord is to be free from all liability or loss caused by Resident(s), or Resident(s) agents' or invitees', improper, negligent or intentional acts or omissions, including but not limited to liability or loss arising out of injury to person or property, while in or on, or in any way connected with the premises, building, grounds or facilities elsewhere in the complex, or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of Resident(s) or Resident(s) agents' or invitees'. Resident(s) hereby covenants and agrees to indemnify, hold harmless, and defend Landlord against all claims, losses or liabilities for injury or death to persons or agents or for damage to or loss of use of any property arising out of any occurrence in, on or about the premises, building, grounds or facilities located within the complex, if caused or contributed to by Resident(s) or Resident(s) agents' or invitees'. Such indemnification shall include and apply to attorney's fees, investigator costs, and other costs actually incurred by Landlord. Resident(s) shall further indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Resident(s) part to be performed under the terms of this Rental Agreement. The provisions of this paragraph shall survive termination of the Rental Agreement with respect to any damage, injury, death, breach or default occurring prior to such termination. All of said damages and costs shall be immediately paid from Resident(s) to Landlord. Resident shall provide copies of insurance policy for renter's and automobile coverage promptly upon incident of loss.

Guaranty: If there is a co-signer/guarantor for this Rental Agreement, the termination and/or unenforceability of said guaranty shall constitute a material breach of this Rental Agreement.

Humidity and Moisture Control: Resident is responsible for keeping the apartment clean and habitable, including maintaining proper ventilation of the apartment and preventing conditions that are conducive to mold growth. Resident shall control humidity and moisture levels in the apartment through proper operation of the heating, ventilation, windows, and air conditioning (HVAC) system and all plumbing fixtures and shall immediately 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.

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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 Resident, the notice shall be deemed served on the day and at the time it is both mailed by first class mail addressed to the Resident at the premises and attached in a secure manner to the main entrance to that portion of the premises of which the Resident has possession. (c) If served by first class mail and attachment from Resident to Landlord, the notice shall be deemed served on the day and at the time it is both mailed by first class mail addressed to the Landlord at the address designated above as Landlord's address for receipt of notices 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 above as Landlord's address for receipt of notices. If the apartment complex's main office and/or Landlord's address for receipt of notices is located inside a building, then the Resident 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) Resident shall notify the Landlord in writing of any post office box or telephone number used, or to be used, by the Resident. In the event this information changes, Resident shall immediately provide updated information to Landlord. (e) The Resident agrees to provide the Landlord a forwarding address at the time of termination.
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).
Application of Payments: Payments received by Residents during the tenancy shall be applied in the following order: (1) to unpaid rent for prior months, (2) to current rent; (3) utility or services charges due to Landlord; (4) late rent payment charges; (5) fees or other charges under ORS 90.302 or other fees or charges related to damage claims or other claims against Resident.
Rent Increase: Landlord may increase rent in accordance with state and local law after the first year of occupancy by giving upon 90 days' written notice prior to the effective date of such increase.
Renter's Liability Insurance:(choose one) ____is ____is not required. If renter's liability insurance is required, Resident shall obtain and maintain at all times during the tenancy liability insurance with an amount of coverage of $_____ ($100,000 per occurrence, if left blank). If the rental agreement is a month-to-month rental agreement, Landlord may amend this agreement to require Resident to obtain renter's liability insurance after giving Resident 30 days' written notice of the requirement. If Resident does not obtain renter's liability insurance within the 30 day period, Landlord may terminate the tenancy pursuant to ORS 90.392 giving Resident the right to cure the cause of the termination as provided by ORS 90.392 by obtaining such insurance. Resident shall provide documentation of the existence of renter's liability insurance on a periodic basis or, if Landlord reasonably believes that the insurance policy is no longer in effect, upon demand. Pursuant to ORS 90.222, a Landlord may require that a Resident obtain or maintain renter's liability insurance only if the Landlord obtains and maintains comparable liability insurance and provides documentation to any Resident who requests the documentation orally or in writing. The Landlord may provide documentation to a Resident 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 Resident 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 Resident obtain renter's liability insurance from a particular insurer; b) require that Resident name the Landlord as an additional insured or as having any other special status on Resident's insurance policy; c) require that Resident waive the insurer's subrogation rights or d) make a claim against Resident's insurance policy unless the claim is for damages or costs for which the Resident is legally liable and not for damages or costs that result from ordinary wear and tear, acts of God or the conduct of the Landlord; the claim is greater than the security deposit of the Resident, if any and Landlord provides Resident a copy of the claim to Resident contemporaneously with the filing of the claim with the insurer. Resident is not required to obtain renter's liability insurance if Resident's household income is less than 50% of the median income for the area adjusted for family size up to a five person family as determined by the State Housing Council or the dwelling occupied by Resident has been subsidized with public funds.

Attorney Fees and Costs: In the event of any suit or action to enforce this Rental Agreement and/or to pursue any remedies arising out of either parties' default and/or any applicable law, the prevailing party shall be entitled to all attorney's fees and costs incurred therein, including upon any appeal. Costs shall include, but are not limited to, court costs, legal charges, copying charges, court reporting fees, transcription fees, courier fees, etc.

Nonwaiver: No waiver by Landlord of the breach of any covenant, condition or term of this Lease shall be construed as a waiver of any preceding or succeeding breach nor shall the acceptance of rent during any period in which Resident is in default be deemed to be a waiver of such default.

Joint and Several Liability: All Resident(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.

Savings and Severability: If any clause or provision of this Lease 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 Lease shall not be affected thereby, and it is also the intention of the parties to this Lease 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.

ADDENDUMS

Addendums: The following Addendums are incorporated herein by reference:

____ Rules and Regulations	____ Lead Based Paint Disclosure	____ Pet Addendum
____ Smoking Policy Addendum	____ Mold and Mildew Addendums	____ Utility Addendum
____ Parking Addendum	____ Smoke/Carbon Monoxide Detector	____ Lease Break Addendum
____ Concession Addendum	____ Insurance Addendum	____ Co-Signer Agreement
____ Satellite Dish Addendum	____ Deposit Refund	____ Check-In

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____ Annual Recycling Notice ____ Other (Describe: _____) ____ Other (Describe: _____)

____ Other (Describe: _____)

Entire Agreement: This Rental Agreement, together with all Addendums, constitutes the entire agreement of the parties and supersedes and replaces all prior agreements, representations, and/or warranties. This Agreement has been read in its entirety, and is fully understood, by all parties and has been executed in duplicate.

_____ _____
Resident Date Landlord (Agent) Date

_____ _____
Resident Date Resident Date

Emergency Contact Information: Name and contact information for person to contact in the event of emergency or death of Resident (contact person should be over the age of 18, and must not be an occupant of the premises): _____
Relationship: _____ Address: _____
Phone: _____.

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