

OREGON MONTH TO MONTH LEASE AGREEMENT

Landlord's Name: _____

Landlord's Address: _____

Tenant Name(s): _____

Property Address: _____

Move-In Date: _____

Rent Payable on the 1st day of each month. All payments, service requests and delivery notices should be mailed to: _____

PAYMENT PREFERENCE: cashier's check or money orders. We will accept a personal check, however, if there is ONE (1) NSF fee, you will be required to pay rent via cashier's check or money order thereafter.

Monthly Rent Beginning _____ \$ _____

Pro-Rated Rent: \$ _____

Security Deposit: \$ _____

Pet Deposit: \$ _____

Subtotal: \$ _____

Total Due: Sec/Pet Dep: \$ _____ Rent \$: _____ (Cashier's Check or Money Order ONLY)

Occupants of home not to exceed _____ persons

LEASE TERM

_____ Month lease beginning

 continuing on a month to month basis thereafter
 unless a 30 day written notice is given prior to
 the end of the lease indicating that the tenant
 does not wish to renew the lease. (If tenant
 breaks the lease contract date, the lease buy-out
 fee is 1.5 times the monthly rent amount as
 allowed by the State of Oregon.)

Non-Compliance Fee Schedule (per occurrence)

* Late charge/fee	\$ _____
* Dishonored check (NSF)	\$ _____
* Smoke Alarm/Carbon Monoxide alarm tampering fee	\$ _____
* Parking violation	\$ _____
* Failure to clean up pet waste or garbage	\$ _____
* Unauthorized pet	\$ _____
* Late payment of utility owed to owner	\$ _____
* Failure to pay utilities	\$ _____
* Unauthorized roommate	\$ _____
* Smoking violation	\$ _____
* Non-removal of satellite dish upon vacating property	\$ _____
* Lease Buyout Fee/Early Termination -- (1.5 times the rent)	\$ _____

Liability of Tenants. All persons who sign this rental agreement as tenants shall be jointly and severally liability under the terms of this rental agreement. The term "Tenant" as used in this rental agreement shall refer to all tenants identified in this residential rental agreement.

Substitution of Tenants. Unless otherwise agreed, this tenancy is restricted to the named tenants and other occupants. Prior written consent of Landlord is required to substitute or increase tenants or occupants. Such consent shall not be unreasonably withheld. Additional or substitute tenants shall become additional signatories to this rental agreement.

1. DUE DATE

- A. All rents are due on the 1st day of the month and are late after the 6th day of the month.
- B. If rent is not paid by **5:00 P.M.** on the 6th day of the month tenant shall pay a **late fee of \$50.00**, and a non-compliance fee may be charged at the discretion of Landlord. Initial Initial
- C. All rent and fees shall be paid by cashier's check, money order or personal check only.
(NO CASH) Rent may be hand delivered or placed in drop box located at _____ or mailed to the following address: _____.

D. **UTILITIES** T-Tenant Pays L- Landlord Pays

***Utilities must be turned on in your name PRIOR to move-in**

_____ - Electricity _____ - Water _____ - Sewer
_____ - Gas _____ - Garbage _____ - Cable

Any utility NOT furnished by Owner will be contacted for closing bills upon your tenancy. Company's request for closing bills may result in a shut-off if you fail to contact the utility company for service in your name.

Utility Companies

Power:

Gas:

Water/Sewer:

Trash:

2. ITEMS FURNISHED

The following items are furnished for the Tenant to use while occupying unit:

- Range Refrigerator Dishwasher Microwave
- Washer Dryer W/D Hookups Drapes/Blinds
- Garage Door Opener(s) # _____ Common Utilities: _____
(if left blank, no common utilities)
- Recycling is Available: _____ Yes _____ No
- _____ # of P.O Box Keys ---Unit # _____ PO Box # _____

Tenant has been provided with working appliances, garage door openers and mail box keys, if applicable. The listed appliances will be repaired and/or maintained at the owner’s discretion. If applicable, the washer and dryer are presented in an “as is” condition. The tenant understands that the washer and dryer is strictly an amenity, and that the use of this amenity is not guaranteed under the terms of the lease. Any interruption or non-availability of the use of the washer/dryer will not violate any terms of the lease.

3. YARD CARE

- A. Owner maintains lawn/landscaping Tenant maintains landscaping which includes mowing, edging, raking the flower beds and maintaining the property in the same manner in which it was received. (Yard maintenance to start on or before April 15th through October when the sprinklers are blown out.) Owner will pay to have sprinklers blown out yearly. If Tenant does not maintain the yard in the same or better condition as received, Landlord will hire a landscaping company as a cost to the tenants. **Initial** _____
- B. Tenant shall water all areas including lawn, trees, and any surrounding landscape that is used exclusively by the tenant at his own expense. **Initial** _____
- C. Automatic Sprinkler System Manual Sprinkler System
- D. If Tenant has pets, it is the Tenant’s responsibility to pick up the animal waste on a weekly basis and dispose of it in a trash can. The waste is not allowed to build up or be deposited onto the property. **Initial** _____

Additional information tenant should be aware of:

TERMS AND CONDITIONS

1. RULES

- a. No animals or aquariums shall be brought onto the premises without written consent from Landlord and an addendum is executed and signed by all parties. An additional deposit **will** be required for pets allowed by Landlord.
- b. Written consent from Landlord is required for any guest(s) who remain on the premises for more than seven consecutive days. Tenant shall not allow any other person(s) to reside or live on the premises other than those on the rental agreement without the written consent of Landlord.
- c. **This is a non-smoking residence. No smoking inside the home or in the garage is permitted. If there is a smoke smell in the garage or house, you will be charged an additional \$150.00 at move-out. If you are a smoker, it must be done outside away from the house. Initial _____**
- d. **NO MEDICAL MARIJUANA MAY BE GROWN OR CONSUMED ON THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER. Initial _____**
- e. **Tenant shall provide Landlord with contact numbers, mailing addresses or any change to contact info immediately after the change has occurred. Initial _____**
- f. Tenant shall keep all noise down to a reasonable volume.
- g. Tenant shall **not install a satellite dish** or any additional cable or phone lines unless otherwise permitted by the homeowner. If the satellite dish is not removed upon the tenant vacating, a charge of \$50.00 plus damages will be deducted from the tenant's security deposit.
- h. Tenants and guests shall not unduly disturb their neighbors. Tenants and guests will conduct themselves in a manner that will not interfere with the neighbors' peaceful enjoyment of the Premises. Disorderly conduct is grounds for notice to vacate.
- i. **No drug activity is allowed.** Gambling and prostitution are not allowed. These activities by Tenant and/or guests will cause termination of tenancy.

2. ENTRY INTO PREMISES:

Tenant shall not unreasonably withhold consent from Landlord to enter the premises in order to inspect, make agreed upon or necessary repairs or improvements, or to show the unit to prospective buyers or tenants. Landlord may enter the premises without the consent in an emergency, or to post notices. Premises may be entered at any reasonable time with a written 24-Hour Notice to Enter. **Guests** remaining for more than seven days in any one month period must have written permission from Landlord.

3. **NOTICE OF ABSENCE:** Tenant shall notify Landlord of any anticipated absence from the Premises for more than seven days, no later than the first day of absence.

4. **NOTICES:** All required notices shall be delivered in the manner provided by law to Landlord or to Tenant(s). Any notice served by first class mail **ONLY**, must include an additional 3 days for delivery. Notices may be served by first class mail and on the same day attached in a secure manner to the main entrance to that portion of the premises of which the Tenant has possession or to Landlord offices at the address provided. Notice given to or received from one Tenant is binding on all other Tenants. Initial _____

5. **SUBLEASE/ROOMMATES:** Tenant shall NOT transfer their interest in this agreement or sublet the premises. **NO roommates are allowed without written consent from Landlord.**

6. **USE OF PREMISES:**

- a. Tenant shall maintain dwelling in a reasonable manner. Tenant shall use all electrical, plumbing, sanitary heating, ventilating, and air-conditioning appropriately, including changing filters regularly. **(Every 60 days is recommended)**
- b. Tenant shall maintain dwelling at temperatures sufficient to prevent water pipes from freezing and rupturing, and is to disconnect exterior hoses in freezing weather. Tenant will reimburse Landlord for cost of repairing any damage to Premises, equipment, or furnishings cause by the failure of the tenant to comply with this rule.
- c. Tenant shall keep all areas of the premises clean and free of debris and garbage. Tenant shall take special caution against cigarettes and other fire hazard items and shall not store flammable or hazardous materials.
- d. All vehicles parked at premises must have inflated tires and must be operable. Tenant shall not do mechanical maintenance to any vehicle on the Premises. Disabled vehicles or other materials shall not accumulate on the premises. Vehicles shall not be parked on the lawn.
- e. Recreational vehicles shall not be parked on premises unless authorized by Landlord.
- f. Tenant shall not leave strollers, motorcycles, or other personal property in the common areas.
- g. No signs or posters may be displayed in the yard without authorization.
- h. Only exterior patio furniture is permitted for outside use.
- i. Tenant shall use care in the size and type of nails and hooks used to hang pictures and accessories. Tenant will be held responsible for damages caused to walls or ceiling due to the use of oversized hardware.

7. **MAINTENANCE:**

- a. Tenant shall be responsible for any costs incurred relating but not limited to; broken windows, sliding glass doors, shower doors and all other fixtures if cause is determined by agent/owner to be tenant negligence.
- b. Tenant shall report defective or leaking faucets immediately.
- c. Tenant shall be responsible for the cost of clogged plumbing unless otherwise stated by a plumber that malfunction was due to defective plumbing or invasion of pipes by tree roots.
- d. **Do not** dispose of diapers, tampons, and sanitary napkins, plastic or paper bags in toilet.
- e. Tenant shall be responsible for the repair of walls, floors, and any area damaged by water due to unreported plumbing leaks.
- f. Locks shall not be changed or additional locks added unless authorized by Landlord. Tenant shall notify Landlord if locks fail to operate.
- g. Tenant shall be responsible for any costs incurred by tenant locking self out of premises.
- h. Tenant shall not remodel, paint, or make any improvements without Landlord authorization.

Initial _____

- i. Tenant shall report immediately any malfunctions of equipment including appliances or anything in need of repair.
- j. Tenants shall be responsible for all broken windows.
- k. Owner/Landlord not responsible for normal pest control of ants, spiders, crickets or such.

8. **INSURANCE:** We **REQUIRE** tenant purchase rental insurance to cover personal possessions and liability for any damage to the property caused by tenant. Tenant is responsible for supplying their own insurance covering theft and/or fire loss of their personal belongings. Many house and apartment renters assume that the building owner's insurance policy covers the residential personal property, but this is not true. An owner's policy *only* covers the building itself. For that reason, we **require** that you purchase a rental insurance policy.

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9. **SMOKE & CARBON MONOXIDE ALARMS:** Tenant shall test smoke alarms. Tampering with smoke or Carbon Monoxide alarms carries a \$250.00 fine per unit. **Tenant is responsible for replacement of battery or missing alarm upon move out.**

10. **ABANDONMENT:** Tenant agrees that any goods, personal items, 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.

11. **APPLICATION OF PAYMENTS:** All payments may be applied to tenant's account in the following order.

a. If use of this section results in unpaid balance forward, additional late charge may not be applied.

- | | | |
|------------------------|--------------------|------------------|
| 1. Non-refundable fees | 4. Pro-rated rent | 7. Past Due Rent |
| 2. Pet deposits | 5. Tenant damage | 8. Current Rent |
| 3. Security deposits | 6. Utility charges | |

b. Tenant may **NOT** use security deposit for any rent payments or any other unpaid charges.

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c. If a Pet Deposit is collected and tenants remove the pet(s), the pet deposit will be added to the security deposit. NO refunds of deposits will be made until all tenants have vacated the premises. Initial _____

12. **CHARGES:**

a. All missing, damaged, and broken articles or equipment described in the inventory may hereinafter be charged to the tenant at current market prices at the time of replacement.

b. **Carpets have been professionally cleaned prior to occupancy, therefore carpets ARE REQUIRED to be professionally cleaned when Tenant vacates the property. (Landlord will have carpets professionally cleaned upon you vacating the property and the cleaning will be deducted from the security deposit.)** Initial _____

c. Tenant shall return all copies of keys and garage door openers upon termination. Failure to do so will result in additional fines/fees. KEYS MUST BE TURNED IN TO THE OFFICE UPON VACATING PREMISES. YOU **CANNOT** LEAVE KEYS IN THE HOUSE AND VACATE.

d. Landlord may change the amount of late fee by giving Tenant a 30-day written notice. Landlord shall not deduct a previously imposed charge from a current or subsequent rental period rent payments, thereby making that rent

payment delinquent for imposition of a new or additional late fee or for termination of the tenancy for non-payment of rent. Landlord may charge simple interest on an unpaid late fee at the rate allowed for judgments pursuant to ORS82.010 (2) and accruing from the date the late fee is imposed.

- e. Landlord shall charge a non-compliance fee for any non-compliance of this agreement.
- f. Tenant shall be responsible for all damage caused by smoking on the Premises.
- g. Landlord shall not be responsible for damages of any kind caused by lack of heat, refrigeration, or other services to the Premises arising out of any accident, or occurrence beyond the control of Landlord. Tenant further agrees to be responsible for and pay for damages, fines, or fees incurred by Landlord, caused by acts of Tenant, other occupants of Premises, pets and/or guests or visitors.
- h. Tenant shall pay Landlord for all fees and expenses incurred including any filing fees, court fees or service fees from any **EVICTION** process or action that needs to be taken by the direct negligence or willful misconduct of the tenant.
- i. Landlord shall charge a **late fee of \$50.00** and **\$35.00 NSF** Check fee. **Initial** _____

13. **LEASE ENABLING:** Landlord will retain the power to exclude non-residents from the common areas of the property should they violate the rules or regulations of the property. The Landlord retains control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be "person in charge" for that purpose as that phrase is defined in ORS 164.205(5).

14. **TERMINATION/PARTIAL PAYMENT:**

- a. During a month to month tenancy - Landlord may terminate this tenancy at any time, with or without stated cause upon giving tenant not less than 30 days written notice if the tenants has occupied the unit for less than 1 year. After one year the tenant will receive not less than a 60 day written notice or as otherwise provided by the Oregon Landlord/Tenant Act. Tenants shall not terminate this rental agreement without a 30 day written notice. Failure to give a 30 day written notice shall make tenant liable for up to 30 days of rent. Upon giving a termination notice, tenant(s) must give a single forwarding address for all notices and security deposit accounting.
- b. If tenant fails to pay rent and charges, Landlord may terminate tenancy.
- c. Landlord may serve tenant a 72-hour notice if rent payment is not received on the 6th day with intentions to terminate tenancy if rent is not paid within that period and take possession of the premises provided by the Oregon Landlord/Tenant Act. **Initial** _____
- d. Landlord may give tenant a 24-hour notice to vacate with written notice specifying the causes of which may immediately terminate agreement.
- e. Acceptance of partial payment does not waive the right to terminate the tenancy, if the balance of rent is not paid as agreed upon in writing.
- f. Tenant is responsible for paying rent for the entire length of the lease. If the lease is broken, Tenant can be held liable for one and one-half (1½) times the rent as allowed by the Oregon Landlord/Tenant Act.
- g. Agent shall charge an additional \$75 non-compliance fee for failure to fulfill the lease term along with the buy-out charge which is 1.5 times the monthly rental amount as stated on Page 1 of the rental agreement.

15. **REASONABLE ACCOMMODATIONS:** Reasonable accommodations shall be made as required and outlined under HUD Fair Housing Law.

EMERGENCY SITUATION: In an emergency situation, where damage is occurring and will continue to occur if action is not taken, **TAKE ACTION.** Do not wait for your manager to respond, take action yourself. Call an appropriate repair person to come and stabilize the situation. Landlord/Owner will pay for the repair person if the situation was not your fault. If you do not respond to this situation, we will hold you responsible for the damages that occurred from your inaction. **Initial** _____

16. INDEMNIFICATION: Tenant agrees to hold Landlord harmless from any claims for damages. Landlord shall not be responsible for any damage or injury to tenant or any other person or property which occurred on the premises, or in common areas, unless it is the result of the negligence of the Landlord.

17. ATTORNEY FEES/COLLECTION FEES: If any case or suit is filed concerning this agreement, the prevailing party shall be entitled to recover attorney fees and or collection fees incurred at trial including an appeal.

THE PARTIES HAVE: READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON ALL PAGES OF THIS AGREEMENT.

Landlord Signature: _____ **Date** _____

Phone: _____ Cell: _____
Work: _____ E-mail: _____

Tenant Signature: _____ **Date** _____

Phone: _____ Cell: _____
Work: _____ E-mail: _____

Date _____ Property Manager _____

Person to notify in case of an emergency or death:

Name: _____ **Relationship:** _____

Address: _____ **Phone:** _____

**RULES &
REGULATIONS**

Tenant Name(s): _____

Property Address: _____

1. **Smoking is NOT allowed inside any units at any time.** All smoking debris must be picked up and disposed of in acceptable containers to avoid fire danger. Non-compliance fees will be charged for violations.
2. Doors and windows of your home should be kept locked at all times. Landlord will NOT be responsible in any way for loss or damage to property belonging to tenants located in the dwelling unit or other premises. The resident is required to maintain his/her own fire and theft rental insurance for all personal property and liability insurance coverage for damage, fire or injury caused by them, their pet or their guests. Rental insurance is required to protect your belongings.
3. No dogs, cats or other pets are allowed without written consent of Landlord. If the resident keeps a pet in violation of the rental agreement, this rental agreement may be terminated as provided in ORS 91.822. Non-compliance fees will be assessed for violations.
4. No water-filled furniture without written consent of Landlord.
5. Tenants shall use the premises only as a dwelling.
6. Disorderly conduct shall be grounds for notice to terminate the agreement. Tenants shall restrict vocal, instrumental, radio and television noise to a reasonable degree of volume. Tenants shall conduct themselves, and require their guests to conduct themselves, in a manner that will not disturb their neighbors' peaceful enjoyment of the premises.
7. **Upon move-in:** Tenants must notify Landlord in writing within 48 hours of taking possession of the premises if they find the unit needs cleaning or repairs. Tenants shall keep all premises under his/her control clean, sanitary and free of accumulations of debris, filth, rubbish and garbage. Tenants may not keep flammable materials as designated by the Fire Marshal.
8. Expense or damage caused by stopping of waste pipes or overflow from bathtubs, showers, toilets or wash basins must be paid by tenants as well as any damage to buildings or furnishing other than normal wear and tear.
9. Landlord shall NOT be liable for damages or tenants' losses of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident or occurrence beyond the control of Landlord. It is the tenant's responsibility to maintain sufficient heat in the winter to ensure there is no damage caused by freezing.
10. Landlord shall NOT be held liable in any civil action for damages or death or injury to persons or property resulting from the mechanical failure of a smoke alarm or carbon monoxide detector. Initial _____

**RULES &
REGULATIONS**

- 11. No vehicles are to be repaired on the premises. No inoperable or dismantled vehicles shall be allowed to be repaired or stored on the premises. Non-compliance fees will be assessed for violations.
- 12. Tenants DO NOT have permission to repair or alter the premises in any way. Tenants must notify Landlord in writing of any needed repairs during the term of the rental agreement. Tenants must obtain written authorization to perform any repairs or maintenance, including interior or exterior painting.
- 13. Nothing contained in this agreement shall be construed as waiving any of Landlord or tenants' rights under State or Federal laws.

Tenant Signature: _____

Date _____

Tenant Signature: _____

Date _____

Agent Signature: _____

Date _____