

# Oregon Residential Lease Agreement

Date of Agreement: [October 03, 2013](#)

1. **PARTIES.** This Agreement is between [Tenant One, Tenant Two](#) (collectively, the “Tenant”) and [The Landlord](#) (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The manager is [The Landlord](#).
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, [54321 Main St., Portland, OR 97035](#) (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and the following children: [Child One](#). Occupancy by persons not listed above for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord’s written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on [10-05-2013](#), and ends at 11:59 p.m. on [10-31-2014](#) (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of [\\$2000](#), due to Landlord in full on the first business day of the month. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all [ACH fees paid by The Landlord](#). Landlord may refuse to accept a rent payment that is for less than the full rental amount owed or that is untimely. Landlord has not accepted a rent payment if Landlord refunds the payment within 10 days after receipt or Tenant’s rent payment is made in the form of a check that is dishonored.
6. **CHARGES AND FEES.** Landlord and Tenant agree that the following charges and fees are a reasonable estimate of the administrative costs incurred by Landlord.
  - A. **Late Fee.** If Tenant fails to pay the rent in full by the fourth day of the month, Tenant shall pay Landlord a late charge of [\\$75](#), which may not exceed 5% of the monthly rental amount, per O.R.S. § 90.260.
  - B. **NSF Fee.** If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, a stop-payment, or any other reason, Tenant shall pay Landlord an insufficient funds fee of [\\$50](#), which may not exceed \$35 plus any amount the bank charges Landlord for processing the returned payment, per O.R.S. § 30.701.
  - C. **Alarm Tampering Fee.** Landlord may charge Tenant up to \$250 if Tenant removes or tampers with a functioning smoke alarm, smoke detector, or carbon monoxide alarm, per O.R.S. § 90.302(2).
  - D. **Noncompliance Fee.** Landlord may charge Tenant a minimum of \$50 for the second noncompliance or for a subsequent noncompliance with an Agreement term or written rule or policy, per O.R.S. § 90.302(3)(a).
7. **PRORATION OF RENT.** For the period from [10-05-2013](#) through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of [\\$1,741.94](#).
8. **SECURITY DEPOSIT.**
  - A. **Amount.** Tenant shall deposit with Landlord the amount of [\\$2000](#) as a security deposit against any breach of this Agreement by Tenant. Landlord shall provide Tenant with a receipt

for any security deposit Tenant pays. Per O.R.S. § 90.300, a security deposit includes any prepaid or last month's rent.

- B. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorney's fees. Landlord may not apply the security deposit to ordinary wear and tear. Landlord is not required to repair damage caused by Tenant in order for Landlord to claim against the deposit for the cost to make the repair. Any labor costs Landlord assesses under this paragraph for cleaning or repairs must be based on a reasonable hourly rate. Landlord may charge a reasonable hourly rate for Landlord's own performance of cleaning or repair work. Landlord may deduct the cost of carpet cleaning regardless of whether Tenant cleans the carpet before Tenant delivers possession to Landlord.
  - C. **Increased Security Deposit; Time.** If Landlord requires a new or increased security deposit after the first year of the tenancy, Landlord shall allow Tenant at least three months to pay the new or increased deposit, per O.R.S. § 90.300.
  - D. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. If Landlord collected any last month's rent, Landlord must apply it to the rent due for the last month of the tenancy. Within 31 days after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall return Tenant's security deposit with an itemized security deposit and prepaid rent settlement statement listing any deductions. Landlord shall give a separate accounting for security deposits and for prepaid rent.
9. **KEYS.** Landlord shall provide Tenant with 2 house key(s), 2 mailbox key(s), and 2 garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: [Water](#), [Sewer](#), [Trash](#). Tenant shall be responsible for paying all other utilities including but not limited to: [Recycling](#), [Electricity](#), [Gas](#), [Cable](#), [Telephone](#), [Internet](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking [is not](#) permitted in the Premises.
12. **PET RESTRICTIONS.**
- A. **In General.** Except for service animals for the disabled, no animal, bird or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written Pet Agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per violation, plus the costs of any damages.
  - B. **Pets Capable Of Causing Damage.**
    - i. If Tenant, in violation of this Agreement, keeps on the Premises a pet capable of causing damage to persons or property, Landlord may deliver a written notice specifying the violation and stating that the tenancy will terminate upon a date not less than 10 days after the delivery of the notice unless Tenant removes the pet from the Premises prior to the termination date specified in the notice. If the pet is not removed by the date specified, the tenancy shall terminate and Landlord may take possession in the manner provided in O.R.S. § 105.105 to 105.168.
    - ii. For purposes of this section, "a pet capable of causing damage to persons or

property” means an animal that, because of the nature, size or behavioral characteristics of that particular animal or of that breed or type of animal generally, a reasonable person might consider to be capable of causing personal injury or property damage, including but not limited to, water damage from medium or larger sized fish tanks or other personal injury or property damage arising from the environment in which the animal is kept.

- iii. If substantially the same act that constituted a prior noncompliance of which notice was given under subsection (i) of this section recurs within six months, Landlord may terminate this Agreement upon at least 10 days' written notice specifying the breach and the date of termination of this Agreement.

13. **NOTICE TO QUIT AND HOLDOVER.** At the end of the Agreement Term, if neither Landlord nor Tenant provides notice as described in subsection A(i) below, this Agreement shall automatically become a month-to-month tenancy and all other terms and conditions of this Agreement shall remain in effect.

**A. Notice.**

- i. During the Agreement Term. Landlord or Tenant may terminate the tenancy without cause by giving the other notice in writing not less than **30 days** prior to the end of the Agreement Term or not less than **30 days** prior to the date designated in the notice for the termination of the tenancy, **whichever is later**.
- ii. After The Agreement Term. During the month-to-month tenancy, Landlord may terminate the tenancy without cause only by giving Tenant notice in writing not less than **60 days** prior to the date designated in the notice for the termination of the tenancy. During the month-to-month tenancy, Tenant may terminate the tenancy by giving Landlord notice in writing not less than **30 days** prior to the date designated in the notice for the termination of the tenancy.

**B. Holdover.** If either Landlord or Tenant provides notice as described in section (13)(A)(i) above **and** Tenant continues in possession of the Premises after the expiration of the Agreement Term, Tenant shall be deemed a holdover tenant and the tenancy shall be month-to-month and all other terms and conditions of the Agreement shall remain in effect. Landlord may bring an action for possession. In addition, Landlord may recover from Tenant any actual damages resulting from Tenant holding over, including the value of any rent accruing from the expiration or termination of this Agreement until Landlord knows or should know that Tenant has relinquished possession to Landlord.

**C. Proration Of Rent.** The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **30 days** written notice to Tenant.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis

during the delay for the first seven days of the Agreement Term. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or Tenant's guest or invitee. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord Responsibilities.** Landlord shall maintain the Premises in a habitable condition at all times during the tenancy. If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such defective condition shall not constitute a breach of Landlord's obligations under this paragraph. Unless otherwise provided under Oregon law, the Premises shall be considered uninhabitable if it substantially lacks:

- i. effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
- ii. plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;
- iii. a water supply approved under applicable law, which is:
  - a. under the control of Tenant or Landlord and is capable of producing hot and cold running water;
  - b. furnished to appropriate fixtures;
  - c. connected to a sewage disposal system approved under applicable law; and
  - d. maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by Landlord;
- iv. adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;
- v. electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order;
- vi. buildings, grounds and appurtenances at the time of the commencement of this Agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of Landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;
- vii. except as otherwise provided by local ordinance, an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of the commencement of this Agreement, and Landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal;
- viii. floors, walls, ceilings, stairways and railings maintained in good repair;
- ix. ventilating, air conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by Landlord;
- x. safety from fire hazards, including a working smoke alarm or smoke detector, with working batteries if solely battery-operated, provided only at the beginning of any new tenancy when Tenant first takes possession of the Premises;

- xi. a carbon monoxide alarm, and the dwelling unit contains a carbon monoxide source or is located within a structure that contains a carbon monoxide source and the Premises is connected to the room in which the carbon monoxide source is located by a door, ductwork, or a ventilation shaft; or
- xii. working locks for all entrance doors, and, unless contrary to applicable law, latches for all windows, and keys for such locks that require keys.

**B. Tenant's Repair And Deduct Remedy.** For minor habitability defects (<\$300) concerning subsection (A) above that Landlord fails to repair after notice from Tenant, Tenant has a limited right to repair the defects and deduct the cost from rent due, per O.R.S. § 90.368.

**C. Tenant Responsibilities.** Tenant shall not remove or tamper with a smoke alarm, smoke detector, or carbon monoxide alarm. Tenant shall not destroy, deface, damage, impair or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall:

- i. use the parts of the Premises including the living room, bedroom, kitchen, bathroom and dining room in a reasonable manner considering the purposes for which they were designed and intended;
- ii. keep all areas of the Premises under control of Tenant in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the Premises permits and to the extent that Tenant is responsible for causing the problem. Tenant shall cooperate to a reasonable extent in assisting Landlord in any reasonable effort to remedy the problem;
- iii. dispose from the Premises all ashes, garbage, rubbish and other waste in a clean, safe, and legal manner. With regard to needles, syringes and other infectious waste, as defined in O.R.S. § 459.386, Tenant may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the Premises;
- vi. test at least once every six months and replace batteries as needed in any smoke alarm, smoke detector, or carbon monoxide alarm provided by Landlord and notify Landlord in writing of any operating deficiencies;
- vii. behave and require other persons on the Premises with the consent of Tenant to behave in a manner that will not disturb the peaceful enjoyment of the Premises by neighbors.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

## 20. **REPAIRS AND ALTERATIONS.**

**A. In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowner's association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any

repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

- B. **Alternative Energy Devices.** An alternative energy device installed in the Premises by Tenant with Landlord's written permission is not a fixture in which Landlord has a legal interest, except as otherwise expressly provided in a written agreement between Landlord and Tenant. As a condition to a grant of written permission referred to in this section, Landlord may require Tenant to do one or more of the following:
- i. provide a waiver of the Landlord's liability for any injury to Tenant or other installer resulting from Tenant's or installer's negligence in the installation of the alternative energy device;
  - ii. secure a waiver of the right to a lien against the property of Landlord from each contractor, subcontractor, laborer and material supplier who would obtain the right to a lien when Tenant installs or causes the installation of the alternative energy device; or
  - iii. post a bond or pay a deposit in an amount not to exceed the cost of restoring the Premises to its condition at the time of installation of the alternative energy device.
  - iv. "Alternative energy devices" is defined in O.R.S. § 469B.100.
- C. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

21. **RULES AND REGULATIONS.** Landlord, from time to time, may adopt a rule or regulation, however described, concerning Tenant's use and occupancy of the Premises. It is enforceable against Tenant only if:
- A. its purpose is to promote the convenience, safety or welfare of the tenants in the property, preserve Landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
  - B. it is reasonably related to the purpose for which it is adopted;
  - C. it applies to all tenants in the property in a fair manner;
  - D. it is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;
  - E. it is not for the purpose of evading the obligations of Landlord; and
  - F. Tenant has written notice of it at the time the Tenant enters into the rental agreement, or when it is adopted.

If a rule or regulation adopted after Tenant enters into this Agreement works a substantial modification of the bargain, it is not valid unless Tenant consents to it in writing. If adopted, an occupancy guideline for the Premises shall not be more restrictive than two people per bedroom and shall be reasonable. Reasonableness shall be determined on a case-by-case basis. Factors to be considered in determining reasonableness include, but are not limited to the size of the bedrooms, the overall size of the Premises, and any discriminatory impact on those identified in O.R.S. § 659A.421.

22. **TENANT RESPONSIBILITIES.** Tenant is responsible for the behavior of Tenant's guests and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowner's

association, if applicable. Tenant and Tenant's guests and invitees shall not use the Premises or any common areas on the property in such a manner that: violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; damages the Premises, common areas, or surrounding property; or disturbs the peace and quiet of any other tenant or nearby resident.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for more than seven consecutive days. Tenant shall provide Landlord with such notice no later than the first day of the extended absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
24. **ABANDONMENT.** If Tenant abandons the Premises during the Agreement Term without cause, Landlord may charge Tenant an **abandonment fee of one and one-half times the monthly rental amount of 2000**. Landlord may not assess this fee if the abandonment or relinquishment is pursuant to the following:
- A. Tenant is a victim of domestic violence, sexual assault or stalking per O.R.S § 90.453 (2);
  - B. Tenant is a State service member per 90.472; or
  - C. Tenant is moving due to active service in the military per O.R.S. § 90.475 service in Armed Forces.

If Landlord assesses a fee under this section, Landlord may not recover unpaid rent for the remainder of the Agreement Term beyond the date that Landlord knew or reasonably should have known of the abandonment or relinquishment and Landlord may not recover damages related to the cost of renting the Premises to a new tenant.

25. **ABANDONED PERSONAL PROPERTY.** Landlord is responsible for abandoned personal property and shall store, sell, or dispose of abandoned personal property as provided in this section and O.R.S. § 90.425.
- A. **Notice Delivery.** Prior to storing, selling, or disposing of Tenant's personal property under this section, Landlord must give a written notice to Tenant that must be:
    - i. personally delivered to Tenant; or
    - ii. sent by first class mail addressed and mailed to Tenant at:
      - a. the Premises;
      - b. any post-office box held by Tenant and actually known to Landlord; and
      - c. the most recent forwarding address if provided by Tenant or actually known to Landlord.
  - B. **Notice Information.** The notice required under subsection (A) above must state that:
    - i. the personal property left upon the Premises is considered abandoned;
    - ii. Tenant or any lienholder or owner must contact Landlord by a specified date, as provided in subsection (C) below, to arrange for the removal of the abandoned personal property;
    - iii. the personal property is stored at a place of safekeeping, except that if the property includes a manufactured dwelling or floating home, the dwelling or home must be stored on the rented space;
    - iv. Tenant or any lienholder or owner, except as provided by O.R.S. § 90.425(18), may arrange for removal of the personal property by contacting Landlord at a described telephone number or address on or before the specified date;
    - v. Landlord shall make the personal property available for removal by Tenant or any

lienholder or owner, except as provided by O.R.S. § 90.425(18), by appointment at reasonable times;

- vi. if the personal property is considered to be abandoned pursuant to subsection O.R.S. § 90.425(2)(a) or (b), Landlord may require payment of removal and storage charges, as provided by subsection (I) below, prior to releasing the personal property to Tenant or any lienholder or owner;
  - vii. if the personal property is considered to be abandoned pursuant to O.R.S. § 90.425(2)(c)(i.e., eviction), Landlord may not require payment of storage charges prior to releasing the personal property;
  - viii. if Tenant or any lienholder or owner fails to contact the Landlord by the specified date, or after that contact, fails to remove the personal property within 30 days for recreational vehicles, manufactured dwellings and floating homes or 15 days for all other personal property, the Landlord may sell or dispose of the personal property. If Landlord reasonably believes that the personal property will be eligible for disposal pursuant to subsection (G)(i)(b) below and Landlord intends to dispose of the property if the property is not claimed, the notice shall state that belief and intent; and
  - ix. if the personal property includes a recreational vehicle, manufactured dwelling or floating home and if applicable, there is a lienholder or owner that has a right to claim the recreational vehicle, dwelling or home, except as provided by O.R.S. § 90.425(18).
- C. **Specified Date.** For purposes of subsection (B) above, the specified date by which Tenant, lienholder or owner must contact Landlord to arrange for the disposition of abandoned personal property is:
- i. For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than 45 days after personal delivery or mailing of the notice; or
  - ii. For all other abandoned personal property, not less than five days after personal delivery or eight days after mailing of the notice.
- D. **Storage.** After notifying Tenant as required by subsection (B) above, Landlord:
- i. shall store any abandoned manufactured dwelling or floating home on the rented space and shall exercise reasonable care for the dwelling or home;
  - ii. shall store all other abandoned personal property of Tenant, including goods left inside a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside a recreational vehicle, dwelling or home, in a place of safekeeping and shall exercise reasonable care for the personal property, except that Landlord may:
    - a. promptly dispose of rotting food; and
    - b. allow an animal control agency to remove any abandoned pets or livestock. If an animal control agency will not remove the abandoned pets or livestock, Landlord shall exercise reasonable care for the animals given all the circumstances, including the type and condition of the animals, and may give the animals to an agency that is willing and able to care for the animals, such as a humane society or similar organization;
  - iii. except for manufactured dwellings and floating homes, may store the abandoned personal property at the dwelling unit, move and store it elsewhere on the premises or move and store it at a commercial storage company or other place of safekeeping; and
  - iv. is entitled to reasonable or actual storage charges and costs incidental to storage or

disposal, including any cost of removal to a place of storage. In the case of an abandoned manufactured dwelling or floating home, the storage charge may be no greater than the monthly space rent last payable by Tenant.

- E. **Response Within Time Period.** If Tenant, lienholder or owner, upon the receipt of the notice provided by subsection (A) or (B) above or otherwise, responds by actual notice to Landlord on or before the specified date in Landlord's notice that Tenant, lienholder or owner intends to remove the personal property from the premises or from the place of safekeeping, Landlord must make that personal property available for removal by Tenant, lienholder or owner by appointment at reasonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling or floating home, 30 days following the date of the response, subject to O.R.S. § 90.425(18). If the personal property is considered to be abandoned pursuant to O.R.S. § 90.425(2)(a) or (b), but not pursuant to O.R.S. § 90.425(2)(c), Landlord may require payment of removal and storage charges, as provided in subsection (D)(iv), prior to allowing Tenant, lienholder or owner to remove the personal property. Acceptance by Landlord of such payment does not operate to create or reinstate a tenancy or create a waiver pursuant to O.R.S. § 90.412 or 90.417.
- F. **Failure To Respond; Property Presumed Abandoned.** Except as provided in subsections O.R.S. § 90.425(18) to (20), if Tenant, lienholder or owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the time provided by Landlord's notice, or Tenant, lienholder or owner does not remove the personal property within the time required by subsection (E) or by any date agreed to with Landlord, whichever is later, Tenant's, lienholder's, or owner's personal property is conclusively presumed to be abandoned. Tenant and any lienholder or owner that have been given notice pursuant to subsection (A) or (B) shall, except with regard to the distribution of sale proceeds pursuant to subsection (I), have no further right, title or interest to the personal property and may not claim or sell the property.
- G. **Landlord's Remedies.** If the personal property is presumed to be abandoned under subsection (F) above, Landlord then may:
- i. sell the personal property at a public or private sale, provided that prior to the sale of a recreational vehicle, manufactured dwelling or floating home:
    - a. Landlord may seek to transfer ownership of record of the personal property by complying with the requirements of the appropriate state agency; and
    - b. Landlord shall:
      - l. place a notice in a newspaper of general circulation in the county in which the recreational vehicle, manufactured dwelling or floating home is located. The notice shall state:
        1. that the recreational vehicle, manufactured dwelling or floating home is abandoned;
        2. Tenant's and owner's name, if of record or actually known to Landlord;
        3. the address and any space number where the recreational vehicle, manufactured dwelling or floating home is located, and any plate, registration or other identification number for a recreational vehicle or floating home noted on the certificate of title, if actually known to Landlord;
        4. whether the sale is by private bidding or public auction;
        5. whether the Landlord is accepting sealed bids and, if so, the last date on which bids will be accepted; and

6. the name and telephone number of the person to contact to inspect the recreational vehicle, manufactured dwelling or floating home;
  - II. at a reasonable time prior to the sale, give a copy of the notice required by subparagraph (G)(i)(b)(I) to Tenant and to any lienholder and owner, by personal delivery or first class mail, except that for any lienholder, mail service must be by first class mail with certificate of mailing;
  - III. obtain an affidavit of publication from the newspaper to show that the notice required under subparagraph (G)(i)(b)(I) ran in the newspaper at least one day in each of two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted; and
  - IV. obtain written proof from the county that all property taxes and assessments on the manufactured dwelling or floating home have been paid or, if not paid, that the county has authorized the sale, with the sale proceeds to be distributed pursuant to subsection (I) below;
- c. destroy or otherwise dispose of the personal property if Landlord determines that:
    - I. for a manufactured dwelling or floating home, the current market value of the property is \$8,000 or less as determined by the county assessor; or
    - II. for all other personal property, the reasonable current fair market value is \$1,000 or less or so low that the cost of storage and conducting a public sale probably exceeds the amount that would be realized from the sale; or
  - d. consistent with paragraphs (I) and (II) of this subsection, sell certain items, and destroy or otherwise dispose of the remaining personal property.

#### **H. Sale.**

- i. A public or private sale authorized by this section must:
  - a. for a recreational vehicle, manufactured dwelling or floating home, be conducted consistent with the terms listed in subsection (G)(i)(b)(I) above. Every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable; or
  - b. for all other personal property, be conducted under the provisions of O.R.S. § 79.0610.
- ii. if there is no buyer at a sale of a manufactured dwelling or floating home, the personal property is considered to be worth \$8,000 or less, regardless of current market value, and the Landlord shall destroy or otherwise dispose of the personal property.

#### **I. Costs.**

- i. Landlord may deduct from the proceeds of the sale:
  - a. the reasonable or actual cost of notice, storage and sale; and
  - b. unpaid rent.
- ii. if the sale was of a manufactured dwelling or floating home, after deducting the amounts listed in paragraph (i) above, Landlord shall remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid property taxes and assessments owed on the dwelling or home.

- iii. if the sale was of a recreational vehicle, manufactured dwelling or floating home, after deducting the amounts listed in paragraphs (i) and (ii) above, if applicable, Landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance owed on the lien on the recreational vehicle, dwelling or home.
- iv. after deducting the amounts listed in paragraphs (i), (ii) and (iii) above, if applicable, Landlord shall remit to the tenant or owner the remaining proceeds, if any, together with an itemized accounting.
- v. if Tenant or owner cannot after due diligence be found, the Landlord shall deposit the remaining proceeds with the county treasurer of the county in which the sale occurred. If not claimed within three years, the deposited proceeds revert to the general fund of the county and are available for general purposes.

26. **REMOVAL OF MOTOR VEHICLES BY LANDLORD.** Landlord may have a motor vehicle removed from the property only in compliance with O.R.S. § 90.485 and either O.R.S. § 98.810 to 98.818 or O.R.S. § 98.830, 98.835, and 98.840.

27. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises.

A. **Right Of Access.** Notwithstanding the foregoing, Landlord may enter the Premises for the following:

- i. to inspect the Premises;
- ii. to make necessary or agreed repairs, decorations, alterations or improvements;
- iii. to supply necessary or agreed services;
- iv. to perform agreed yard maintenance or grounds keeping; or
- v. to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

B. **Limitations.**

- i. Notices. Landlord may enter the Premises without notice to or consent of Tenant for the purpose of serving notices;
- ii. Emergency. If Landlord makes an emergency entry, Landlord shall give Tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered;
- iii. Repair Requests. If Tenant requests repairs or maintenance in writing, Landlord may enter, in the absence of Tenant or without the Tenant's consent, for the purpose of making the requested repairs until the repairs are completed. Tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by Tenant's written request expires after seven days, unless the repairs are in progress and Landlord is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not Landlord, upon request of Tenant, the person must show the Tenant written evidence from Landlord authorizing that person to act for Landlord in making the repairs;
- iv. Showing The Premises. Landlord and Tenant may agree that Landlord or the Landlord's agent may enter the Premises without notice at reasonable times for the purpose of showing the Premises to a prospective buyer, provided that the showing agreement:
  - a. is executed at a time when Landlord is actively engaged in attempts to sell the

Premises;

- b. is reflected in a writing separate from this Agreement and signed by both parties; and
- c. is supported by separate consideration recited in the showing agreement.

- v. Yard Maintenance. If a written agreement requires Landlord to perform yard maintenance or grounds keeping for the Premises:
  - a. Landlord and Tenant may agree that Landlord or Landlord's agent may enter for that purpose upon the Premises under the Tenant's exclusive control not including the dwelling unit, without notice to Tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in a separate written agreement.
  - b. Tenant may deny consent for Landlord or Landlord's agent to enter upon the Premises pursuant to this section if the entry is at an unreasonable time or with unreasonable frequency. Tenant must assert the denial by giving actual notice of the denial to the Landlord or Landlord's agent prior to, or at the time of, the attempted entry.
- vi. Other. In all other cases, unless there is an agreement between Landlord and Tenant to the contrary regarding a specific entry, Landlord shall give Tenant at least **24 hours**' actual notice of the intent of Landlord to enter, and the Landlord or Landlord's agent may enter only at reasonable times. Landlord or Landlord's agent may not enter if Tenant, after receiving Landlord's notice, denies consent to enter. Tenant must assert this denial of consent by giving actual notice of the denial to Landlord or the Landlord's agent or by attaching a written notice of the denial in a secure manner to the main entrance to that portion of the Premises of which the Tenant has exclusive control, prior to or at the time of the attempt by the Landlord or Landlord's agent to enter. Landlord may not abuse the right of access or use it to harass Tenant. Tenant may not unreasonably withhold consent from Landlord to enter.

28. **FORCE MAJEURE**. If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

29. **ASSIGNMENT, SUBLEASE, AND RELEASE**. Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

30. **GROUND FOR TERMINATION OF THE TENANCY.**

A. **Termination By Landlord**. Landlord may terminate this Agreement if:

- i. Tenant or Tenant's guests or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. Tenant, someone in Tenant's control, or Tenant's pet seriously threatens to inflict substantial personal injury, or inflicts any substantial personal injury, upon a person on

the property other than the tenant;

- iv. Tenant or someone in Tenant's control recklessly endangers a person on the property other than Tenant by creating a serious risk of substantial personal injury;
- v. Tenant, someone in Tenant's control, or Tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the property;
- vi. Tenant or someone in Tenant's control intentionally inflicts any substantial damage to the property or Tenant's pet inflicts substantial damage to the property on more than one occasion;
- vii. Tenant, someone in Tenant's control, or Tenant's pet commits any act that is outrageous in the extreme, on the property or in the immediate vicinity of the property per O.R.S. § 90.396;
- viii. Tenant perpetrates a criminal act of physical violence related to domestic violence, sexual assault, or stalking against a household member who is a tenant per O.R.S. § 90.445;
- ix. Tenant fails to obtain or maintain renter's liability insurance, if required by Landlord; or
- x. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. there is a material noncompliance by Landlord with this Agreement or O.R.S. § 90.320, or O.R.S. § 90.730, per O.R.S. § 90.360;
- ii. Landlord intentionally or negligently fails to supply any essential service, per O.R.S. § 90.365;
- iii. Tenant is a victim of domestic violence, sexual assault, or stalking and complied with the notice requirement of O.R.S. § 90.453;
- iv. Tenant is a state service member and complied with the notice requirements of O.R.S. § 90.472;
- v. Tenant is in the armed forces and complied with the notice requirements of O.R.S. § 90.475; or
- vi. otherwise provided by law.

**31. INSURANCE AND LIABILITY.**

- A. **Liability.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renter's insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
- B. **Renter's Insurance.** Landlord may require Tenant to obtain and maintain renter's liability insurance. Upon 30 days' written notice from Landlord, Tenant shall obtain renter's liability insurance with an amount of coverage that does not exceed \$100,000 per occurrence. Landlord may require proof of insurance only if Landlord provides Tenant with proof of Landlord's comparable liability insurance. Landlord may not require that Tenant name the

Landlord as an additional insured. Tenant is exempt from the insurance requirement of this paragraph if Tenant's household income is equal to or less than 50% of area median income.

32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to provide normal business information about Tenant, including Tenant's rental history, to a third party who requests the information for a legitimate governmental, judicial, law enforcement, or business purpose.
34. **CONDEMNATION.** If any part of the Premises is condemned, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: [The Landlord, 87651 Main St. Portland, OR 97035](#)
36. **100-YEAR FLOOD PLAIN.** As used in this section, "100-year flood plain" means the level that flood waters may be expected to equal or exceed once each 100 years, as determined by the National Flood Insurance Program of the Federal Emergency Management Agency. **If the Premises is located in a 100-year flood plain, Landlord shall provide notice in the following section, Additional Provisions.** Per O.R.S. § 90.228, if Landlord fails to provide a notice required under this section, and Tenant incurs an uninsured loss due to flooding, Tenant may recover from Landlord the lesser of the actual damages for the uninsured loss or two months' rent.
37. **ADDITIONAL PROVISIONS.** Additional provisions are as follows: [Please note: the Premises is located within a 100 year flood plain.](#)
38. **ATTORNEY'S FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorney's fees and court costs.
39. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement. Notwithstanding the foregoing, Landlord waives the right to terminate this Agreement for a particular violation of this Agreement or of law if Landlord during three or more separate rental periods, accepts rent with knowledge of the violation by Tenant or accepts performance by Tenant that varies from the terms of this Agreement.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Landlord shall provide Tenant with one copy of this Agreement and all amendments and additions.

Dated as of the date first set forth above.

**Signature:** Tenant One  
Tenant One (Oct 3, 2013)

**Email:** tenant1@paperlesslease.com

**Signature:** Tenant Two  
Tenant Two (Oct 3, 2013)

**Email:** tenant2@paperlesslease.com

**Signature:** The Landlord  
The Landlord (Oct 3, 2013)

**Email:** landlord@paperlesslease.com

# Oregon Carbon Monoxide Addendum

Date of Agreement: [October 03, 2013](#)

This Carbon Monoxide Alarm Addendum is between [Tenant One](#), [Tenant Two](#) (collectively, the "Tenant") and [The Landlord](#) ("Landlord"), regarding [54321 Main St., Portland, OR 97035](#) ("Premises").

Carbon monoxide alarms in residential rental housing are governed by Oregon statutes including O.R.S. § 90.302(2), O.R.S. § 90.316 to 90.317, O.R.S. § 90.320, and O.R.S. § 90.325.

## 1. Obligations Of Landlord

- A. Landlord shall ensure that the Premises has one or more carbon monoxide alarms installed in compliance with State Fire Marshal rules and the state building code if the Premises:
  - i. contains a carbon monoxide source; or
  - ii. is located within a structure that contains a carbon monoxide source and the Premises is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft.
- B. Landlord shall provide Tenant of the Premises with a written notice containing instructions for testing of the alarms. Landlord shall provide the written notice to Tenant no later than at the time that Tenant first takes possession of the Premises.
- C. If Landlord receives written notice from Tenant of a deficiency in a carbon monoxide alarm, **other than dead batteries**, Landlord shall repair or replace the alarm.
- D. Supplying and maintaining a carbon monoxide alarm required under this section is a habitable condition requirement under O.R.S. § 90.320.

## 2. Obligations of Tenant

- A. Tenant shall not remove or tamper with a smoke alarm, smoke detector, or carbon monoxide alarm.
- B. Landlord may charge Tenant up to \$250 if Tenant removes or tampers with a functioning smoke alarm, smoke detector, or carbon monoxide alarm, per O.R.S. § 90.302(2).
- C. Tenant shall test at least once every six months and replace batteries as needed in any smoke alarm, smoke detector, or carbon monoxide alarm provided by Landlord and notify Landlord in writing of any operating deficiencies.

Dated as of the date first set forth above.

Signature: *Tenant One*  
Tenant One (Oct 3, 2013)

Email: tenant1@paperlesslease.com

Signature: *Tenant Two*  
Tenant Two (Oct 3, 2013)

Email: tenant2@paperlesslease.com

Signature: *The Landlord*  
The Landlord (Oct 3, 2013)

Email: landlord@paperlesslease.com



## Residential Inspection Checklist

To: [Tenant One, Tenant Two](#) ("Tenant")

From: [The Landlord](#) ("Landlord")

Date: [October 03, 2013](#)

Re: Inspection Checklist for [54321 Main St., Portland, OR 97035](#) "Premises"

Following please find Landlord's comments on the condition of the Premises:

[The Premises has new paint and carpet throughout. The kitchen appliances are new.](#)

Within 48 hours from [10-05-2013](#), Tenant shall provide Landlord, in writing, with any additional comments related to the condition of the Premises. Tenant's comments, if any, shall then be incorporated into and become part of this inspection checklist.

Signature:  \_\_\_\_\_  
Tenant One (Oct 3, 2013)

Email: [tenant1@paperlesslease.com](mailto:tenant1@paperlesslease.com)

Signature:  \_\_\_\_\_  
Tenant Two (Oct 3, 2013)

Email: [tenant2@paperlesslease.com](mailto:tenant2@paperlesslease.com)

Signature:  \_\_\_\_\_  
The Landlord (Oct 3, 2013)

Email: [landlord@paperlesslease.com](mailto:landlord@paperlesslease.com)