

City of Salem, Massachusetts



**REQUEST FOR PROPOSALS
RFP # N-22**

**LEASE OF CARETAKER HOUSE
AT GALLOWS HILL PARK**

December 6, 2011

PROPOSALS DUE:

Wednesday, December 21, 2011 10:00 am

Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

City of Salem
Purchasing Department
Attn: Tom Watkins
120 Washington Street, 3rd Floor Salem, MA 01970
Phone: 978-619-5695
e-mail: twatkins@salem.com

RFP # N-22

**CITY OF SALEM
PURCHASING DEPARTMENT
Salem, MA, December 6, 2011**

Sealed Proposals from interested vendors to lease the Caretaker House at Gallows Hill Park will be received and registered at the Office of the City Purchasing Agent, 120 Washington Street, Salem, MA 01970

The City of Salem reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the Proposal deemed in the best interest of the City.

This Proposal request is to be returned to the office of the Purchasing Agent by Wednesday, December 21, 2011, 10:00 am, signed and sealed by the party making the offer.

Send all communications to the City Purchasing Agent, Thomas P. Watkins, 120 Washington Street, Salem, Massachusetts 01970.

Leasing of Caretaker House at Gallows Hill Park

The Proposer acknowledges receipt of the following Addenda _____

COMPANY NAME

BUSINESS ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE & FAX NO.

AUTHORIZED OFFICER (print)

AUTHORIZED SIGNATURE

DATE _____

CERTIFICATE OF NON-COLLUSION AND TAXATION ATTESTATION CLAUSE

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983, all bidders must certify to the following, by signing this page in the space indicated below.

- 1. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion of fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, unity or group or individuals.**
- 2. “Pursuant to M.G.L. Ch 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law”.**

Authorized Officer (Print)

*(Authorized Signature)

(Name of business)

(Social Security No. or Federal Identification No.)

***Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.**

This does not constitute the legal signature required for the bid or proposal on page one.

Certification Regarding Debarment and Suspension

The Bidder certifies that neither it nor its principals

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have within the 3 year period preceding this Application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements or receiving stolen property.
3. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) above.
4. Have within the 3- year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Signature of Authorized Officer/Individual

RFP # N-22
Leasing of Caretaker House at Gallows Hill Park
General Proposal Conditions and Requirements

Proposal Rules

This proposal is solicited to the general public and a contract will be awarded to the selected Proposer pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws, if applicable, and subject to Mayoral approval.

Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the City of Salem for a period not to exceed forty-five (45) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of Proposers, prior to the awarding of the contract.

Compliance with Applicable Laws

The contract(s) shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

Questions and Interpretations

Any substantive questions regarding the proposal documents shall be referred to the City of Salem Purchasing Department in writing at least five working days prior to the date and time for opening of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all Proposers of record. Addenda will also be available on the City website. It is the responsibility of the Vendor to comply with all issued addenda.

Ability and Experience

The City of Salem may make such investigations as it deems necessary to determine the abilities and experience of any Proposers and such Proposers shall furnish information requested in this regard and shall furnish it under oath if required.

Certification of Non-Collusion and Tax Attestation Form

All Proposers must sign the attached forms, which incorporate both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. The signed forms must be submitted with the proposal package. Failure to sign and include such forms will be reason for the proposal to be rejected.

Corrections

Erasures or other changes in the proposal must be explained or noted over the signature of the consultant.

Conflict of Interest

The Proposer agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The Proposer covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any

manner or degree with the performance under the agreement.

No employee of the City of Salem and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

Signature

All proposals shall be complete, factual, and signed by an authorized individual of the Proposer's company, if applicable, or by the individual wishing to lease the Caretaker House at Gallows Hill Park, on the appropriate page(s), and the Cover Sheet.

Ability and Experience

The City of Salem will not award a contract to any Proposer who cannot furnish satisfactory evidence of their ability and experience.

The City of Salem may make such investigations as it deems necessary to determine the above and a Proposer shall furnish information requested in this regard and shall furnish it under oath if required.

Contract for Usage

The City of Salem has provided a SAMPLE lease agreement which terms may be negotiated by the chosen Proposer(s) and the City of Salem.

Waiver

The City of Salem reserves the right to reject any and all proposals, or to waive any minor informalities in the proposal process, if deemed in the City's best interest.

Number of Copies

The Proposer shall provide one original and two (2) copies each of the non-price and price proposal, as well as Confidential Financial Information, to the City of Salem Purchasing Department. The face of each envelope containing the proposals must show, in the upper left corner, the name and address of the Proposer, and in the lower right corner, the following: "Non-Price Proposal for Lease of Caretaker House at Gallows Hill Park" and "Price Proposal for Lease of Caretaker House at Gallows Hill Park".

Place and Time

Sealed proposals will be received by Thomas P. Watkins, Chief Procurement Officer/Purchasing Agent, City of Salem Purchasing Department, 120 Washington Street, Salem, MA 01970 on or before 10:00 AM on Wednesday, December 21, 2011, at which time and place they will be opened and read.

Mailed proposals must be received on or before the time and date of the proposal opening by the date and time stated above. Facsimile (fax) or emailed proposals will not be accepted. Proposals received after the deadline will not be accepted and will therefore be rejected.

**REQUEST FOR PROPOSALS
FOR LEASE OF THE
CARETAKER HOUSE AT GALLOWS HILL PARK
53 Hanson Street
Salem, Massachusetts**

Introduction

The City is offering for lease, in its present as-is condition, the Caretaker House at Gallows Hill Park, located at 53 Hanson Street. The site consists of approximately seven rooms. There are five rooms on the second floor level, one large family room on the first floor level and a single bathroom. The building is not handicapped accessible.

The City will accept and review written proposals which shall contain a description and purpose of the proposed use, which may include, but not be limited to, taking residence, but no more than 3 unrelated people may live there.

This property may be inspected by appointment only, scheduled at least 48 hours in advance. An effort will be made to have a sufficient number of inspection days to accommodate all interested parties.

Proposals submitted pursuant to this Request for Proposals (RFP) must be in compliance with the provisions of this RFP and subject to any addenda issued by the City of Salem.

A proposal conforming to this Request for Proposals, and meeting the minimum proposal requirements, is an acceptable proposal. It is the intention of the City to accept proposal(s) most advantageous, taking into consideration the relative merits of each proposal.

I. SITE DESCRIPTION

A. Location and Building Description

The building being offered for lease is located at Gallows Hill Park, located along Hanson Street. The house is within a designated City maintained park. The house abuts a basketball court, gazebo and play area for young children. It is a two-story building, with no attic or basement, last occupied and used as a residence in 2003. The two main floors offer approximately 1,200 square feet of space.

The site offers no driveway or private parking, however, on street parking is available. The building condition is considered to be in good condition with no apparent structural damage to interior or exterior. It is not handicap accessible.

B. Site Visits

Site visits may be arranged, by appointment only, contact Doug Bollen, Director of Park, Recreation & Community Services, dbollen@salem.com or 978-744-0733.

II. METHOD OF SELECTION AND EVALUATION OF PROPOSALS

The minimum criteria shall be applied to each proposal to determine its responsiveness to the requirements and type of proposed use. The comparative criteria will be applied to each proposal that has been determined to be responsive.

All proposals shall be reviewed by a committee assigned by the City Purchasing Agent. Proposals will be evaluated according to the listed criteria below.

A. Minimum Criteria

- The Proposer must demonstrate conformance with all submission requirements.
- The proposed use of the property will have little or no physical impact on the structure and will be carried out without harm to the structure, including both interior and exterior spaces.
- The Proposer must demonstrate the ability to be able to maintain the building and surrounding grounds on a regular basis and make minor improvements/enhancements to the facility and surrounding grounds throughout the duration of the lease. All improvements/enhancements to be approved by the Director of Parks, Recreation & Community Services.
- The Proposer must demonstrate the ability to make monthly lease payments to the City of Salem at the price listed in the Proposer's Price Proposal.
- The individual providing the service must be at least 18 years of age
- The individual must have no prior criminal record. Any applicant and its employees submitting a proposal are subject to a CORI background check by the City of Salem Police Department.

B. Comparative Criteria

I. **Demonstrated experience to maintain the building and surrounding grounds:**

1. Highly Advantageous: The proposer shows exceptional experience and/or plan(s) to provide maintenance and general improvements to the building and surrounding grounds.
2. Advantageous: The proposer shows moderate experience and/or plan(s) to provide maintenance and general improvements to the building and surrounding grounds.
3. Non-Advantageous: The proposer shows marginal or no experience and/or plan(s) to provide maintenance and general improvements to the building and surrounding grounds.

II. **Interviews: The City of Salem reserves the right to conduct interviews with any or all of the proposers, at their sole discretion.**

4. Highly Advantageous: The proposer's presentation was professional, clear and well organized and demonstrated the proposer's ability to enter into a successful lease with the City of Salem.
5. Advantageous: The proposer's presentation was clear and organized and demonstrated the proposer's ability to enter into a somewhat successful lease with the City of Salem.
6. Non-Advantageous: The proposer's presentation was not clear, not organized and lacked professionalism. The presentation demonstrated the proposer's lack of ability to enter into a successful lease with the City of Salem.

**RFP # N-22
REQUEST FOR PROPOSAL
FOR LEASE OF CARETAKER HOUSE
AT GALLOWS HILL PARK**

INSTRUCTIONS TO PROPOSERS

I. CONTENTS OF NON-PRICE PROPOSAL

Non- Price Proposals should supply the information described below:

- A. Cover letter addressed to the Purchasing Agent providing a brief summary of your background
- B. Proposed use for the property, including the anticipated date of occupation and descriptions of all anticipated regular maintenance duties.
- C. Describe any desired physical alterations to the structure, if any. Physical alterations may be permitted if there is no permanent, negative impact on the site and if first approved by the Director of Recreation & Community Services.
- D. Lease agreement: Confirm the Proposer's agreement and show evidence of financial capacity to pay the City one month's lease of the building, as well as a security deposit of equal amount, prior to occupation.
- E. Past experience: Describe past experiences with similar proposed uses or functions, if any, and provide references, if applicable.
- F. Non-Collusion & Tax Attestation Form, Certificate of Debarment and Cover Sheet
- G. Name, title/current place of employment, email, phone number
- H. Any applicable experience, projects, or services provided in the past
- I. Any applicable insurance

II. CONTENTS OF PRICE-PROPOSAL:

The Price Proposal shall contain the proposer's anticipated monthly payments to the City of Salem.

The City of Salem will consider a reduced rent/lease payments if the proposer shows a demonstrated ability to provide maintenance duties and exceptional general improvements to the building and surrounding grounds throughout the duration of the lease.

III. ADDITIONAL INFORMATION

Each proposal submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements contained in this Request for Proposals. The failure of any Proposer to inspect or to be fully informed as to the condition of all or any portion of the property will not constitute grounds for any claim or demand for adjustment or withdrawal of a proposal after opening.

IV. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Seller of acceptance or rejection of a proposal shall be deemed to have been sufficiently given when mailed to the Proposer, or their duly authorized representative at the address indicated in the proposal, or contacted by telephone or e-mail.

**RFP #N-22
REQUEST FOR PROPOSAL
FOR LEASE OF THE
CARETAKER HOUSE AT GALLOWS HILL PARK**

GENERAL TERMS OF USE

I. TERM “REQUEST FOR PROPOSALS”

The term “Request for Proposals,” as used herein, refers to the foregoing Request for Proposals, and its schedule; the Instructions to Proposers; the General Terms of Use set forth herein; Proposal Form, and Acceptance; all as may be modified and supplemented by an addenda that may be issued prior to the time fixed in the Request for Proposals for the opening of proposals. All modifications and supplements shall have been delivered to Proposers when mailed, postage prepaid.

II. CONDITION OF PROPERTY

The property is offered for rental use “as is” and “where is” without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the proposals have been opened.

All costs associated with making the buildings’ utilities operable shall be borne by lessee. Owner will consider these payments as an in-lieu of rent payment upon the receipt of a reasonably detailed invoice.

III. TERM OF LEASE

The term of the lease shall be for three (3) years. Termination of the lease agreement, by either the owner or lessee, must be requested no less than 30 days in advance of the desired termination date.

IV. INSURANCE

Insurance will be required of the Proposer upon acceptance of the lease. The limits of liability will be set by taking into consideration the type of use proposed, and the risk to the participants, guests, and the structure itself. The operator must provide a minimum of \$1 million property and casualty insurance and must name City of Salem as additionally insured.

V. REVOCATION OF PROPOSAL AND DEFAULT

In the event of revocation of a proposal after the opening of proposals, but prior to acceptance, or in the event of revocation of a proposal after notice of acceptance, or in the event of any default by the successful Proposer in the performance of the contract of use created by such acceptance, the security deposit, together with any payments subsequently made, may be retained at the option of the City, in which event the Proposer shall be relieved from further liability.

VI. PAYMENT OF LEASE

The monthly lease payment for the building shall be, at a minimum, \$600 per month, payable in advance on the day of each month corresponding to initial occupancy. The equivalent of one month’s payment (as a security deposit), as well as the first month’s payment, are due prior to taking occupancy.

Three percent interest on the security deposit will be returned by the owner to the lessee annually, following the lessee's initial monthly payment.

Upon termination of the lease, costs to repair damage to the building and/or grounds will be subtracted from the security deposit before it is returned to the lessee. Additional costs to repair damage will be assessed, as necessary, and the lessee agrees to cover such costs in full.

VII. Termination of Contract

In the event that either party terminates the contract, a 30 day written notice must be given to either party.

VIII. CONTRACT

The Request for Proposals, and the proposal when accepted by the City, must be followed up by a signed lease agreement and security deposit, and only then shall constitute an agreement for use between the successful Proposer and the City.

Such agreement shall not be transferred or assigned by the successful Proposer to another entity without consent of the City, and any assignment transaction without such consent shall be void.

IX. MINIMUM OPERATOR GUIDELINES

- A. The lessee must clean building and remove all rubbish weekly.
- B. No restrictions will be placed on year-round hours of operation, but reasonable consideration for neighbors, in regard to lighting, noise and hours of operation must be extended and, as necessary, formalized.
- C. The lessee must assume responsibility for cost and materials needed for maintenance and repairs of site.
- D. The lessee must provide night security when necessary and notify the Director of Recreation & Community Services of any crime/vandalism witnessed in the Park or to the Building.
- E. The lessee must pay electrical, oil, sewer and water charges attributive to building.
- F. The lessee must provide a minimum of \$1 million property and casualty insurance and must name City of Salem as additionally insured.
- G. Any new presentation will become property of City of Salem at end of lease.

CITY OF SALEM



SAMPLE LEASE

1. Parties

This lease for the rental of residential property is between

_____ ("owner/agent")

and _____

_____ ("resident")

The owner is: (optional)

Name _____

_____ Address Phone _____

The agent authorized to manage the leased premises for the owner and to enter into this lease is:

Name _____

_____ Address Phone _____

The resident manager is:

Name _____

_____ Address Phone _____

2. Leased Premises

Owner/agent hereby leases to resident the premises described below:

_____ (Street Address) (Unit No.) (City)

Colorado. The premises shall also include:

_____ [specify furniture (*inventory should be attached*),** parking space, storage space, if any].

3. Term (CROSS OUT EITHER PARAGRAPH A OR PARAGRAPH B)

A. Month-to-month. The term of this lease shall begin at .m. o'clock on , 20 , and end at , .m. o'clock on the last day of the same calendar month. Following such initial period, the term of this lease shall run from month to month beginning , 20 , and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving days

written notice prior to the end of the rental month (specify number of days -- must be at least 10). The rental month shall begin with the due date of the monthly rent.

B. Fixed Term. The term of this lease shall be from .m. o'clock , 20 , to .m. o'clock , 20 . No notice to terminate at the end of such fixed term is necessary unless otherwise agreed in writing.

If resident retains possession of the premises after expiration of the fixed lease term with the permission of owner/agent, resident and owner/agent shall continue to be bound by the terms and conditions of this lease on a month-to-month basis. The lease may then be terminated by either party giving __ days written notice prior to the end of the rental month (specify number of days - must be at least 10).

C. If the lease term does not begin on the first day of the month, rent shall be prorated to the last day of that month.

4. Rent (CROSS OUT EITHER PARAGRAPH A OR PARAGRAPH B)

A. Month-to-month. If the lease term does not begin on the first day of the month, the first month's prorated rent is \$, due on , 20 . The full monthly rental price for the term of this lease is \$ _____

monthly, due on the day of each month, beginning , 20 . The rental price may not be changed without days written notice prior to the end of the rental month (specify number of days -- must be at least 10).

B. Fixed Term. The total rental price for the term of this lease is \$. Of this amount, the first rental payment in the amount of \$ is due on , 20 . The remainder is payable in monthly installments of \$ each, due on the day of each month, beginning , 20 .

C. Rent payments shall be made to (name) at _____ (address). Resident shall incur and be charged \$ per day as a late fee for payment of rent received after .m. o'clock on the day of the month. Such fee, which will be considered additional rent, may be collected immediately by owner/agent or, at owner/agent's option, such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve owner/agent of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if owner/agent agrees in writing. *Resident should request such waiver by notifying owner/agent on or before the rental due date and mutually arranging an alternative payment date.* **

A charge of up to \$ may be imposed for any resident's check returned to owner/agent because of insufficient funds, whether the check is for rent, security deposit, or other payment.

Any late fee and returned check charge shall be a reasonable estimate of the administrative costs incurred by owner/agent.

5. Notice

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be

delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:

To resident: at the premises, or at resident's last known address

To owner/agent: at

Notice to one resident shall be deemed to be notice to all residents.

6. Security Deposit (CROSS OUT EITHER PARAGRAPH A OR PARAGRAPH B)

A. Resident has paid owner/agent the sum of \$ as a security deposit to secure the performance of this rental agreement.

B. By optional and mutual agreement between owner/agent and resident, resident agrees to pay the security deposit in the total amount of \$, according to the following payment schedule:

C. Any advance or deposit of money, whether termed last month's rent, damage deposit, or security deposit, constitutes a security deposit under this section.

D. Resident may not use the security deposit in place of rent without the written permission of owner/agent.

E. Simple interest per annum shall be paid within one month of termination of the lease or surrender and acceptance of the premises, whichever occurs last, on the full amount of the deposit in the owner/agent's possession. The interest rate will be calculated in accordance with Boulder City Council Ordinance 7320 which establishes interest rates each year.

F. It is the duty of resident to return the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear.

G. Owner/agent shall return the security deposit to resident within one month after termination of this lease or surrender and acceptance of the premises, whichever occurs last, unless a longer period of time for return of the deposit is specified here: days (specify number of day -- must not be more than 60). If actual cause exists for retaining any portion of the security deposit, owner/agent shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner/agent is deemed to have complied with this paragraph G by mailing said statement and any payment required to the last known address of resident. The failure of owner/agent to provide a written statement within the period of time stated above shall work a forfeiture of all owner/agent's rights to withhold any portion of the security deposit.

H. Owner/agent, at owner/agent's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph H shall

relieve owner/agent of any obligation created by the state security deposit law set forth in Colorado Revised Statutes 1973, section 38-12-101 et seq.

7. Eviction/holding over

A. Owner/agent may evict resident from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease.

B. Resident shall continue to be liable for rent and be bound by the other provisions of this lease during the time resident remains in possession of the leased premises even though owner/agent has chosen to seek eviction because of resident's breach of this lease.

C. If the premises are abandoned or if resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term. Owner/agent will attempt to re-rent the premises to minimize any loss.

D. Eviction procedures, including notice requirements, as set forth in Massachusetts General Law shall be the sole remedy available to owner/agent to evict a resident.

8. Occupancy

No more than _____ persons may reside in the leased premises

For information on occupancy limits under City of Salem zoning laws, call the City Building Inspector's Office.

Resident shall not allow guests to stay upon the premises more than _____ days per month without written consent of owner/agent.

9. Use

Resident shall use the premises for residential purposes only unless otherwise agreed in writing. Resident shall not engage in any illegal activities on the premises.

10. Utilities

Resident shall be responsible for paying for the following utilities or services connected with the premises

(check those applicable):

A. water _____

B. sewer _____

C. electricity _____

D. gas _____

E. phone (if desired) _____

F. trash pick-up _____

G. other _____

H. other _____

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or services and for billing directly to resident, unless otherwise agreed here:

Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of owner/agent.

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. Privacy

Resident shall permit owner/agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if owner/agent reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned.

12. Assignment/subleasing/release

Resident shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of owner/agent.

Owner/agent agrees to release resident from this lease if resident finds a replacement resident, acceptable to owner/agent, who will sign a new lease for the remaining term. Owner/agent shall exercise good faith and reasonableness in accepting a replacement resident.

13. Noise and Nuisance

Resident agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

14. Rules and Regulations

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (a copy of which is attached to and hereby made part of this lease) and to such amended rules or regulations which resident agrees to in writing.

15. Check-in/check-out sheet

A check-in/check-out sheet may be attached to this lease. *Complete and sign this form within seven days of occupancy in order to help protect both parties.***

16. Furnishings

If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this lease. *Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.***

17. Repairs and Maintenance

*Rental property in the City of Salem is required to have a rental license. In order to have a rental license, the property must be in compliance with the City of Salem Housing code, which establishes minimum health, safety and maintenance standards for housing in the City.***

If repairs are required in order for the premises to be in compliance with the Salem Housing code, owner/agent shall be responsible for making such repairs. _____
(specify

"owner/agent" or "resident") shall be responsible for payment of any costs of such repairs unless the repairs were necessitated by the negligence or willful acts of the other party to this lease. If resident believes repairs are necessary, resident should contact owner/agent and request such repairs.

Resident shall not make repairs without written consent of owner/agent.

Resident shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the premises or common areas caused by the negligence or willful acts of resident, members of resident's household, or guests. Excessive damage to the premises by resident, members of resident's household, or guests shall be grounds for owner/agent to evict resident.

18. Constructive Eviction

When conditions beyond the control of resident cause the premises to become **legally uninhabitable**, and when owner/agent is responsible for remedying those conditions but does not do so within a reasonable time after notification by resident, resident may vacate the premises, terminate this lease, and owe no future rent. *It is recommended that resident consult legal counsel prior to exercising the remedy of constructive eviction.***

19. Outside Maintenance

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas as follows:

(check those applicable):

1. mowing lawn _____
2. watering lawn, shrubs and trees _____
3. removing weeds _____
4. raking leaves _____
5. removing snow and ice from:
sidewalks and walkways _____
driveways _____
parking areas _____
6. other _____
7. other _____

The routine care and maintenance of items listed above but not checked shall be the responsibility of owner/agent.

B. Resident's obligation to perform any task set forth in paragraph 19.A. is subject to owner/agent supplying resident with equipment appropriate to the task as follows (check those applicable):

1. lawn mower _____
2. hoses and sprinklers _____
3. rake _____
4. snow shovel _____
5. other _____
6. other _____

20. Alterations to Premises

Resident agrees that before making alterations to the premises including, for example, painting, adding or changing door locks, or altering landscaping, advance written consent of owner/agent will be obtained.

21. Pets

No pet shall be allowed without prior written consent of owner/agent

(Insert consent, if any).

22. Parking

23. Insurance

*Owner/agent's insurance does not cover resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If resident desires to insure personal possessions or to insure against resident's personal liability, renter's insurance should be obtained.***

24. Attorney's fees

In the event of any legal action concerning this lease which results in a judgement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

25. Liability

Resident will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of resident. Owner/agent will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of owner/agent.

26. Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

27. Waiver

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

28. Severability

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

29. Joint and Several Liability

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several. *The language "joint and several" means that if more than one person has signed this lease, then each of these persons individually*

*and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between owner/agent and resident. For example, one person signing the lease may be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease.***

30. Signatures/amendment of lease

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this day of , 20 .

Owner/agent

Resident

NOTE: *This model lease has been recommended by the Salem Legal Department for use by lessors and lessees of residential property in the City of Salem. The provisions of the model lease will be reviewed periodically.*