



**OREGON
SINGLE FAMILY/CONDO/MULTIPLEX
RENTAL AGREEMENT**



<input checked="" type="checkbox"/> MOVE-IN	<input checked="" type="checkbox"/> RENEWAL <small>ORIGINAL MOVE-IN DATE</small> SAMPLE	<input checked="" type="checkbox"/> FILE CHANGES	<input checked="" type="checkbox"/> Section 8 Housing Choice Voucher	<input checked="" type="checkbox"/> Check if there are one or more co-signer agreements related to this Rental Agreement. Failure to check the box does not invalidate any co-signer agreements.	DATE SAMPLE	
PARTIES	PROPERTY NAME SAMPLE			PROPERTY # SAMPLE	COUNTY SAMPLE	
	RESIDENTS: (NAME ALL ADULTS) SAMPLE			SAMPLE		
	SAMPLE			SAMPLE (COLLECTIVELY "RESIDENT")		
	PREMISES ADDRESS SAMPLE		UNIT # (IF ANY) SAMPLE	CITY SAMPLE	STATE SAMPLE	ZIP SAMPLE
	<input checked="" type="checkbox"/> ACTUAL NOTICE BY EMAIL ALLOWED	DESIGNATED CONTACT INFORMATION FOR SERVICE OF ACTUAL NOTICE EMAIL SAMPLE			PHONE SAMPLE	
	OWNER /AGENT SAMPLE			OWNER/AGENT EMAIL SAMPLE		
ADDRESS SAMPLE			CITY SAMPLE	STATE SAMPLE	ZIP SAMPLE	
TENANCY	<input checked="" type="checkbox"/> LEASE TERM BEGINNING: SAMPLE AND ENDING: SAMPLE			EARLY TERMINATION FEES MAY APPLY—SEE SECTION 4 OF THE TERMS AND CONDITIONS		
	<input checked="" type="checkbox"/> MONTH-TO-MONTH BEGINNING: SAMPLE			RENT DUE DATE (IF OTHER THAN FIRST): SAMPLE		
MONTHLY CHARGES	SAMPLE	\$	SAMPLE	DISHONORED CHECK FEE \$35 + BANK CHARGES		
	SAMPLE	\$	SAMPLE	SMOKE ALARM/CARBON MONOXIDE ALARM TAMPERING FEE (NOT TO EXCEED \$250) (\$250 IF BLANK) \$ SAMPLE		
	SAMPLE	\$	SAMPLE	LATE RENT PAYMENT FEE: <input checked="" type="checkbox"/> FLAT AMOUNT OF \$ SAMPLE		
	SAMPLE	\$	SAMPLE	LATE FEE BECOMES DUE WHEN RENT IS NOT RECEIVED BY THE END OF THE 4TH DAY OF THE RENTAL PERIOD. <input checked="" type="checkbox"/> PER DAY @ \$ SAMPLE		
	SAMPLE	\$	SAMPLE	<input checked="" type="checkbox"/> 5% OF STATED RENT EVERY 5 DAYS		
	TOTAL MONTHLY CHARGES		\$	SAMPLE		
DEPOSITS	TOTAL DEPOSITS CHARGED		\$	SAMPLE		
	DEPOSITS PAID		\$	SAMPLE		
	BALANCE OF DEPOSITS DUE		\$	SAMPLE		
	SEE INSTALLMENT PAYMENT AGREEMENT OR SPECIAL PROVISIONS IF BALANCE DUE					
<input checked="" type="checkbox"/> IF CHECKED, DEPOSITS WILL BE HELD BY OWNER						
APPLIANCES	OWNER/AGENT PROVIDES THE FOLLOWING APPLIANCES:					
	<input checked="" type="checkbox"/> WASHER	<input checked="" type="checkbox"/> BARBECUE				
	<input checked="" type="checkbox"/> DRYER	<input checked="" type="checkbox"/> FREEZER				
	<input checked="" type="checkbox"/> REFRIGERATOR	<input checked="" type="checkbox"/> DEHUMIDIFIER				
	<input checked="" type="checkbox"/> DISHWASHER	<input checked="" type="checkbox"/> OTHER	SAMPLE			
	<input checked="" type="checkbox"/> STOVE	<input checked="" type="checkbox"/> OTHER	SAMPLE			
<input checked="" type="checkbox"/> MICROWAVE	<input checked="" type="checkbox"/> OTHER	SAMPLE				
OTHER OCCUPANTS	NAME	DATE OF BIRTH				
	SAMPLE	SAMPLE				
	SAMPLE	SAMPLE				
	SAMPLE	SAMPLE				
	SAMPLE	SAMPLE				
	SAMPLE	SAMPLE				
VEHICLES	MAKE	MODEL	COLOR	STATE	LICENSE PLATE #	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
SPECIAL PROVISIONS AND/OR DISCLOSURES: SAMPLE						
PRO-RATE METHOD: <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C (SEE #1 ON PAGE 2)						
<input checked="" type="checkbox"/> IF CHECKED, SEE MOVE-IN ACCOUNTING (FORM # M004 OR)						
<input checked="" type="checkbox"/> IF CHECKED, SEE SECOND MONTH'S ACCOUNTING FOR ADDITIONAL CHARGES/ADJUSTMENTS (FORM # M035)						

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ALARMS

SMOKE ALARMS & CARBON MONOXIDE ALARMS: Resident acknowledges and Owner/Agent certifies that the unit is equipped with a smoke alarm and, if required, a carbon monoxide alarm and that the smoke alarm and the carbon monoxide alarm have been tested and are operable at this time. It is Resident's responsibility to test the smoke alarm and carbon monoxide alarm at least every six (6) months, replace dead batteries as required, and notify Owner/Agent in writing of any operating deficiencies. Resident shall not remove or tamper with a functioning smoke alarm or carbon monoxide alarm, including removing working batteries, and Owner/Agent may charge a fee of up to \$250.00 for any such conduct.

TYPE OF SMOKE ALARM: 10-YEAR BATTERY ELECTRIC ELECTRIC WITH BATTERY BACKUP

TYPE OF CARBON MONOXIDE ALARM: BATTERY ELECTRIC ELECTRIC WITH BATTERY BACKUP

I have received instructions on the proper use of the smoke alarm and carbon monoxide alarm, if applicable.

UTILITIES

PAID FOR / PROVIDED BY:	ELECTRICITY	WATER	SEWER	GARBAGE SERVICE	GARBAGE CONTAINER	BASIC CABLE	GAS	OTHER	SAMPLE
OWNER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
RESIDENT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY RESIDENT WILL BENEFIT OTHER RESIDENTS OR OWNER/AGENT: SAMPLE SERVICE CHARGE FOR CABLE / INTERNET / ETC. (\$ or %): SAMPLE

ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY: RESIDENT (SEE SECTION 11 FOR MAINTENANCE REQUIREMENTS) OWNER/AGENT (SEE SECTION 19 OF THE TERMS AND CONDITIONS BELOW FOR OWNER/AGENT ENTRY RIGHTS)

OTHER

ANIMALS (APPROVED BY OWNER/AGENT) NUMBER & TYPE: SAMPLE

APPROVED FOR USE: WATERBED AQUARIUM THE FOLLOWING MUSICAL INSTRUMENTS: SAMPLE

IF CHECKED, RENTER'S INSURANCE IS REQUIRED MINIMUM INSURANCE AMOUNT \$ SAMPLE (\$100,000 IF LEFT BLANK)

INSURANCE COMPANY NAME SAMPLE POLICY # SAMPLE

SMOKING POLICY: SMOKING ALLOWED—ENTIRE PREMISES SMOKING PROHIBITED—ENTIRE PREMISES
 SMOKING ALLOWED IN LIMITED AREAS (SEE SMOKING POLICY ADDENDUM)

THE DWELLING UNIT IS LOCATED WITHIN A 100-YEAR FLOODPLAIN: YES NO

I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON ALL PAGES OF THIS AGREEMENT.

RESIDENT X	DATE	RESIDENT X	DATE
RESIDENT X	DATE	RESIDENT X	DATE
RESIDENT X	DATE	RESIDENT X	DATE

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY SAMPLE PHONE SAMPLE

ADDRESS, CITY, STATE, ZIP SAMPLE

PERSON TO CONTACT IN THE EVENT OF MY DEATH SAMPLE PHONE SAMPLE

ADDRESS, CITY, STATE, ZIP SAMPLE

OWNER/AGENT X	DATE	IF APPLICABLE, REAL ESTATE BROKER APPROVAL
<u>SAMPLE</u>		INITIAL _____ DATE _____

TERMS AND CONDITIONS

- RENTS:** Unless another date is set forth above, rents are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the 4th day of the rental period a late fee in the amount stated on this Rental Agreement will be imposed on the 5th day of the rental period and Owner/Agent may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior Owner/Agent approval. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments of rent, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future rent payments by certified check or money order. Month-to-month rents may be increased with a 30-day written notice. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360-day year composed of twelve months of 30 days each; b) a 365-day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365-day year.
- NONPAYMENT OF RENT OR OTHER AMOUNTS DUE:** If rent is not paid when due, Owner/Agent may issue a 144-hour notice of nonpayment of rent on or after the 5th day of the rental period or a 72-hour notice of nonpayment of rent on or after the 8th day of the rental period. Failure of Resident to timely pay any other amounts due Owner/Agent is a material non-compliance with this Rental Agreement.
- APPLICATION OF PAYMENTS:** All payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/Agent as follows: first to any outstanding amounts due Owner/Agent for damages/repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior months; third, to the current month's rent; and last, to outstanding late charges.
- EARLY TERMINATION OF FIXED TERM TENANCY:** Upon any failure of Resident to occupy the Premises for the full term of a fixed term tenancy, for any reason other than as provided in ORS 90.453(2), 90.472 or 90.475, Owner/Agent may charge Resident either:
 - all of the following: i) all rent, unpaid fees and other non-rent charges accrued prior to the date that Owner/Agent knew or reasonably should have known of the abandonment or relinquishment of the Premises; ii) all damages relating to the condition of the Premises; iii) an early termination fee in an amount not to exceed one and one-half month's stated rent and which is due on the earlier of the date Resident gives notice to vacate or the date the Premises is vacated; iv) interest on the above amounts at the statutory rate from the date each was due, and v) all other amounts are due at the times specified in this Rental Agreement; or
 - all actual damages resulting from the early termination, including but not limited to: (i) repayment of concessions; all rent through the earlier of the date the Premises is re-rented and the lease termination date; (ii) advertising and

administrative costs to re-rent the Premises; (iii) concessions given to re-rent the Premises; (iv) the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement; (v) damages related to the condition of the Premises, and (iv) interest on all amounts at the statutory rate.

5. TERMINATION OF MONTH-TO-MONTH TENANCY: A 30-day written notice to terminate will be required for Resident to terminate a month-to-month tenancy. Owner/Agent must give at least 30 days' written notice to terminate a month-to-month tenancy during the first year of the occupancy. After the first year of occupancy at least 60 days' written notice will be required. First year of the occupancy includes all periods in which any of the Residents has resided in the Premises for one year or less.

6. CONVERSION OF FIXED-TERM TENANCY: A fixed-term tenancy will automatically convert to a month-to-month tenancy unless either party has properly terminated the tenancy by giving at least 30 days' written notice prior to the end of the fixed term, or 60 days by the Owner/Agent if such termination is after the first year of occupancy.

7. PETS, WATERBEDS AND MUSICAL INSTRUMENTS: No cats, dogs or other pets capable of causing damage to persons or property are allowed without a signed pet agreement, and payment of any deposit required by Owner/Agent. Resident will be responsible for any and all damage caused by his/her pet(s). Waterbeds are permissible only with proper insurance and written approval by Owner/Agent. Musical instruments which can be heard outside the confines of the dwelling unit are not allowed without the prior written consent of Owner/Agent.

8. OCCUPANTS: The Premises will be used only for housing persons listed on this Rental Agreement. Additional Residents must be approved by Owner/Agent and are subject to full screening procedures. Persons other than those specifically listed on this Rental Agreement shall be strictly prohibited from staying in the Premises for more than 10 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the Premises" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular house guests, live-in babysitters, visiting relatives, etc. Resident shall notify Owner/Agent in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Owner/Agent identifying any person not identified on this Rental Agreement and staying in the rental unit for more than 10 consecutive days, or 20 nonconsecutive days in any 12-month period, and shall state whether such person is contributing to the income of Resident and to what extent. Owner/Agent may require any person listed on page 1 as an "Other Occupant," upon reaching the age of 18, to submit an application and screening charge to Owner/Agent, be screened and if the person meets all current screening criteria, be added to this Rental Agreement as a Resident. Failure to submit an application and screening charge within 10 days of Owner/Agent's request, failure to meet the screening criteria, or failure to execute documents to be added as a Resident within 10 days of a successful screening, will be a material violation of this Rental Agreement.

9. SUBLETTING: Transfer of any interest in this Rental Agreement or subletting the Premises is not permitted without Owner/Agent written approval.

10. CARE OF PREMISES: Resident agrees to keep all areas of the Premises clean, sanitary and free from any accumulations of debris, filth, rubbish

and garbage and to dispose of same in a proper manner. Resident shall take particular caution regarding the use of cigarettes and other fire hazards. Resident shall not store flammable or hazardous materials. Resident will not store personal property in a manner or in amounts which: increase the risk of fire; impedes proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the Premises or danger for Resident or neighbors living on the Premises. Resident is responsible for all damages to furnishings or Premises caused by his/her negligence, or beyond normal wear and tear. Smoke damage will never be considered normal wear and tear. Resident shall report leaky or defective faucets at once. Resident must pay for any and all expense due to damage to the building or furnishings, other than ordinary wear and tear, including but not limited to damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins. Resident is responsible for replacing lightbulbs which fail during the tenancy.

11. YARD MAINTENANCE: If the yard is to be maintained by Resident, it must be maintained in a clean and well groomed manner, including but not limited to, adequate watering of all lawns and planted areas, mowing and edging the lawn(s), fertilizing the lawn(s) and all plants as needed, removing invasive weeds, and properly trimming shrubs and trees. If yard is not adequately maintained, in addition to all other remedies for material non-compliance, Owner/Agent may, after at least 10 days written notice, perform maintenance work on the yard and bill Resident for such work.

12. WINTERIZATION: Resident is responsible to winterize the Premises by placing faucet covers on all exterior hose bibs, draining sprinkler systems and ensuring proper heat of the interior of Premises during the winter months. For any Premises that includes a sidewalk, Resident is responsible for keeping the sidewalk free from snow and ice.

13. BARBECUES/FIRE PITS: Resident must fully comply with all applicable codes and regulations related to the use of barbecues. In many areas, fire codes prohibit the use of either charcoal or propane barbecues on balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. The only exception is the use of electric-style barbecues or the small hibachi-style barbecues that utilize one-pound propane cylinders. These may be allowed when kept well away from combustible building surfaces and unplugged or with cylinder removed (as applicable) when not in use. Fire pits are prohibited.

14. USE OF AND CHANGES TO PREMISES: All electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the Premises are to be used in a reasonable manner. Resident will immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible. Resident will make no changes or additions to the Premises of any nature or install anything on the walls, ceilings or in the windows without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's satellite dish policy and applicable law. Resident will not engage in any conduct that violates any applicable laws.

15. DAMAGE: Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.

16. SECURITY DEPOSITS: All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid

accounts (including rent) either during the tenancy or at the time of move-out. Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the Premises back to Owner/Agent. If any portion of the deposit is used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from Resident at the time the accounting is sent to Resident. Any amounts not paid by Resident within 31 days of the due date will incur interest at 1% per month. Sending the accounting and/or refunding any deposit does not waive the Owner/Agent's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple Residents shall be refunded only when the last Resident vacates the Premises and terminates his/her tenancy, unless other arrangements are made with Owner/Agent in writing. Security deposits may be deposited into an interest-bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to any agreement between Owner and Agent. No interest will be paid to Resident on security deposits. If the "Deposits Held By Owner" box is checked on page 1 of this Rental Agreement, all deposits will be deposited by Agent into a trust account as required by Oregon law. Agent will then forward the deposits to the Owner of the property, who will manage the deposits pursuant to Oregon law.

17. NON-COMPLIANCE FEES: Owner/Agent may charge a fee for a second noncompliance or for a subsequent noncompliance with written rules or policies that describe the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one year after a written warning notice. The fee may not exceed \$50 for the second noncompliance within one year after the warning notice for the same or a similar non-compliance or \$50 plus five percent of the rent payment for the current rental period for a third or subsequent noncompliance within one year after the warning notice for the same or a similar noncompliance. Owner/Agent may charge a fee for occurrences of noncompliance with written rules or policies for the following types of non-compliance: (A) The late payment of a utility or service charge that the tenant owes the landlord. (B) Failure to clean up pet waste from a part of the premises other than the dwelling unit. (C) Failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit. (D) Parking violations. (E) The improper use of vehicles within the premises. (F) Smoking in a clearly designated nonsmoking unit or area of the premises. (G) Keeping on the premises an unauthorized pet capable of causing damage to persons or property.

18. JOINT RESPONSIBILITY: Each Resident is jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the Premises or common area by Resident, any Resident or Occupant of the same Premises or his/her guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with Owner/Agent. Any valid termination notice received from any one Resident may be considered by Owner/Agent a termination notice from all Residents. Any Resident not giving the notice who desires to remain in the Premises may be required to submit updated financial information and requalify under Owner/Agent's then-current criteria.

19. ACCESS: Resident agrees not to unreasonably withhold consent to Owner/Agent to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the Premises to prospective buyers or residents. Owner/Agent may enter the Premises without consent in an

emergency or at any reasonable time with 24 hours' actual notice or after receipt of Resident's written request for maintenance. If Owner/Agent is obligated to maintain the yard, Owner/Agent, or its contractors, may enter the yard (but not the dwelling unit) without notice, at reasonable times and with reasonable frequency, to perform the maintenance work. Owner/Agent may enter the Premises (but not the dwelling unit) without notice to serve notices permitted under this Rental Agreement or by law.

20. ABSENCE: Resident agrees to notify Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.

21. LEGAL ACTION: In the event Owner/Agent has to bring an action to enforce any provisions of this Rental Agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.

22. LOCKS: Doors of Resident's Premises should be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Resident. Resident shall not change the locks without Owner/Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed.

23. RENTER'S INSURANCE: If renter's insurance is required by this Rental Agreement, Resident will obtain and maintain insurance with liability coverages of at least the minimum amount listed. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the Premises. Owner/Agent may require documentation that Resident maintains the renter's liability insurance on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Owner/Agent reasonably believes that the insurance policy is no longer in effect. Failure to maintain such insurance in full force will be considered a material non-compliance with this Rental Agreement. Owner/Agent may require that Resident obtain or maintain renter's liability insurance only if Owner/Agent obtains and maintains comparable liability insurance and provides documentation to any Resident who requests the documentation, orally or in writing. Owner/Agent may provide documentation to Resident in person, by mail or by posting in a common area or office. The documentation may consist of a current certificate of coverage. If insurance is not required by this Rental Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property.

24. CONDUCT: The Premises is to be used only as a dwelling. The Premises may not be used for the conduct of any commercial activity that involves customers or clients coming to the unit (including but not limited to day care) or the delivery or storage of inventory or equipment. Each Resident is responsible for his/her own conduct, as well as that of the other Residents in the Premises and their guests. Noisy or other conduct that disturbs the quiet enjoyment of any other resident or neighbors or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. the level and/or type of noise emitted from the unit may not exceed what is normal and customary for similar housing. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by Owner/Agent. The use, possession, manufacture, or distribution of illegal substances, as defined in either federal or state law, either on or in the vicinity of the Premises is strictly prohibited.

Resident may not allow any person to: a) be on the Premises who has been excluded from the common areas by Owner/Agent; or b) stay in his/her Premises, as defined in section 8 above, who has had his/her Rental Agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's Premises, or any guest of Resident that interferes with the management of the Premises, shall be considered a material non-compliance with this Rental Agreement. No one will engage in conduct that endangers themselves or others. No one will enter or use any areas of the property that are not intended for use by residents such as roofs, crawl spaces, maintenance shops, etc.

25. MALFUNCTIONS: Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident shall not tamper with the heating system, plumbing system, appliances, locks, doors, light fixtures, smoke alarms or carbon monoxide alarms.

26. RESIDENT LOSSES: Owner/Agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the Premises arising out of any accident, act of God, or occurrence beyond the control of Owner/Agent. Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act.

27. CO-SIGNER: If the obligations under this Rental Agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this Rental Agreement.

28. HOUSE RULES: Owner/Agent's custom rules and regulations for the property, as well as the rules and regulations contained in Multifamily NW form M204 OR-WA (House Rules & Regulations) apply and are incorporated by reference herein.

29. WRITTEN NOTICES: All notices required under this Rental Agreement or state law to be in writing shall be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from Owner/Agent to Resident shall be deemed served on the day and at the time it is both mailed by first class mail to Resident at the Premises and attached in a secure manner to the main entrance of that portion of the Premises of which Resident has possession. If served by first class mail and attachment, a notice from Resident to Owner/Agent shall be deemed served on the day it is both mailed by first class mail to Owner/Agent at the address set forth on this Rental Agreement and attached in a secure manner to the main entrance of the complex office, if one exists, and if not, to Owner/Agent's location identified on the front of this Rental Agreement. If the main entrance to Owner/Agent's office is located inside a secured building, the notice should be attached to the main entrance of such building. Agent is authorized to accept notices on behalf of Owner.

30. ACTUAL NOTICE: Whenever state law requires actual notice, such notice may be served by one or more of the following methods: (a) verbally to Owner/Agent or Resident or by leaving a message on Owner/Agent's or Resident's answering machine or voicemail system; (b) written notice that is personally delivered to Owner/Agent or Resident, left at Owner/Agent's rental office, sent by facsimile to Owner/Agent's residence or rental office or to Resident's Premises, or attached in a secure manner to the main entrance of Owner/Agent's residence or Resident's Premises; (c) written notice that is delivered by first class mail to Owner/Agent or Resident, which notice shall be considered served three days after the date the notice was mailed; or (d) if an email address is included on the front of this Rental Agreement for Owner/Agent and/or Resident and the "Actual notice by

email allowed" box is checked, an email sent to such address, or such other email address as either party may supply from time to time. Resident is responsible for keeping Owner/Agent advised of any changes to his/her email address.

31. CONTROL OF COMMON AREAS: Owner/Agent and any person designated by Owner/Agent retain control over any common areas of the property of which the Premises are a part for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined at ORS 164.205(5). If Owner/Agent excludes a person from the common areas, Resident may not invite such person into their unit or grant permission to such person to enter or remain on the common areas.

32. REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION: As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such requests be made in writing.

33. TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION: If any information supplied in conjunction with application for this Premises is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner/Agent's then-current rental criteria, this is grounds for termination of tenancy.

34. RESCREENING: Each Resident authorizes Owner/Agent to obtain a new or updated consumer credit report and/or an investigative consumer report: if any Resident requests to transfer to another unit; upon any change in either the Owner or Agent; annually; any Resident leaves or a new Resident is approved by Owner/Agent; or for any other valid business purpose. A consumer credit report or an investigative consumer report may include the checking of the Resident's credit, income, employment, rental history, and criminal court records and may include information as to his/her character, general reputation, personal characteristics, and mode of living. Each Resident has the right to request additional disclosures provided under Section 606 (b) of the Fair credit Reporting act, and a written summary of your rights pursuant to Section 609(c). Each Resident has the right to dispute the accuracy of the information provided to the Owner/Agent by the screening company or the credit reporting agency as well as complete and accurate disclosure of the nature and scope of the investigation. Residents agree to reimburse Owner/Agent for the costs of such report(s).

35. SALE OF PROPERTY: Upon any sale of the Premises, Resident will look solely to the new Owner for all future performance under this Rental Agreement, including but not limited to return of the security deposit. Nothing contained herein makes the new Owner liable for occurrences prior to the sale or releases the selling Owner from liability that accrued during his/her ownership.

36. COMPLETE AGREEMENT: This Rental Agreement, any rules and regulations for the Premises, and, except as provided below, any other written addenda executed by the parties on or after the date of this Rental Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement, to the extent consistent herewith, remain in effect and are incorporated herein.