



# FIXED TERM RENTAL AGREEMENT

# 2B

Name(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Rented Premises \_\_\_\_\_ Unit \_\_\_\_\_

City \_\_\_\_\_ Oregon Zip \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate \_\_\_\_\_ Alternate Phone \_\_\_\_\_

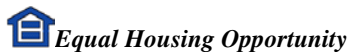
Email \_\_\_\_\_ Email \_\_\_\_\_

Alternate Mailing \_\_\_\_\_

Monthly Rent Amount \$ \_\_\_\_\_ Due Date \_\_\_\_\_ Rent is payable on the 1st day of the month if left blank.

Lease Term Beginning: \_\_\_/\_\_\_/\_\_\_ Ending: \_\_\_/\_\_\_/\_\_\_ 1st month's prorated rent from \_\_\_ to \_\_\_ is \$ \_\_\_\_\_

Late Fees		Move-in Accounting Rent & Deposits	
<p><b>If payment is not received by 11:59 p.m. on the 4<sup>th</sup> day of the rental period Tenant(s) will be charged as follows: (select ONLY one)</b></p> <p>___ One charge per rental installment limited to the amount \$ _____ customary in rental area.</p> <p>___ Per-day late fee shall not exceed 6% of the amount \$ _____ customary in rental area.</p> <p>___ Incremental late fee shall not exceed 5% of monthly rent \$ _____ for each 5 days of delinquency or portion thereof.</p>		<p>Security Deposit \$ _____</p> <p>Pet Deposit \$ _____</p> <p>Other Deposits \$ _____</p> <p>Pro-rated Rent \$ _____</p> <p>1<sup>st</sup> Full Month's Rent \$ _____</p> <p>Last Month's Rent \$ _____</p> <p>Other _____ \$ _____</p> <p><b>Minus Deposit to Hold --</b> \$ _____</p> <p>Total Due \$ _____</p>	
<p><b>Non Compliance and Other Fees * see # 16 for explanation</b></p> <p>Smoke Alarm and Carbon Monoxide Alarm tampering fee \$250.00</p> <p>Dishonored check fee (plus amount charged by bank) \$ 35.00</p> <p>Late payment of utility fee \$ 50.00*</p> <p>Failure to clean up pet waste, garbage or other waste \$ 50.00*</p> <p>Parking violation or other improper use of vehicle \$ 50.00*</p> <p>Smoking in a clearly designated non-smoking unit or area \$ 50.00*</p> <p>Unauthorized pet capable of causing damage \$ 50.00*</p> <p>Early termination of lease fee \$ _____ (may not exceed 1½ times monthly rent)</p> <p>If left blank fee is 1 ½ times the monthly rent.</p>		<p><b>Landscaping</b></p> <p>Tenant shall mow, water and maintain lawn and landscaping in like manner in which it was received, unless otherwise indicated in writing.</p>	
<p><b>O=Owner Pays T=Tenant Pays</b></p> <p>___ Electricity ___ Water</p> <p>___ Cable ___ Sewer</p> <p>___ Gas ___ Garbage</p> <p>Other _____</p>		<p><b>Furnished to Unit</b></p> <p>___ Range ___ Disposal ___ Blinds</p> <p>___ Dishwasher ___ Refrigerator</p> <p>___ Garbage Can ___ Dumpster</p> <p>Other _____</p>	
<p><b>Medical Marijuana</b></p> <p>No marijuana, medical or otherwise, may be grown, stored or consumed on the premises without the prior written consent of Owner/Agent.</p>			
<p><b>Occupancy of Premises</b></p> <p>Only the following person(s) shall occupy the premises: _____</p>			



Payments to Owner/Agent	For Services of Notices to Owner/Agent
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Owner/Agent: _____ Address: _____ City/State/Zip: _____ Phone: _____ E-mail: _____	Same _____ Address: _____ City/State/Zip: _____
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**Emergency Contact for Tenant**

Person to notify in case of emergency or death of Tenant: (See # 12 page 3)

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

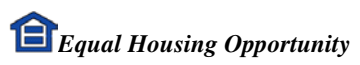
Utility or Service Charge Disclosure	Utility benefiting other Tenants or common area: _____
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Basis for allocation of utility or service charge for common areas:  
 Square footage by # of units \_\_\_\_\_ or: \$ \_\_\_\_\_ per \_\_\_\_\_

Parking – Storage – Mail	Disclosures
Parking Space(s) _____ Storage Space _____ Mail Box # _____	1) Recycling <input type="checkbox"/> IS <input type="checkbox"/> IS NOT available. 2) <input type="checkbox"/> If checked, Smoking is restricted/prohibited on the premises. (See attached Smoke Free Agreement.) 3) <input type="checkbox"/> If checked, the dwelling unit is located in a 100-year flood plain, as determined by the National Flood Insurance Program. 4) <input type="checkbox"/> If checked, the unit is listed for sale. 5) <input type="checkbox"/> If checked, the unit is in foreclosure or default. 6) <input type="checkbox"/> If checked, Owner/Agent may enter the exterior of the premises at any reasonable time for landscaping and/or maintenance. 7) Other: _____
Pets Allowed	
No <input type="checkbox"/> Yes <input type="checkbox"/> If Yes, see attached Pet Agreement	

**Terms and Conditions**

1. **Oversized and Water Filled Furnishings:** No aquariums, water beds, pianos, or organs are allowed without the written consent of Owner/Agent.
2. **Guests:** Written permission from Owner/Agent is required if guest remains more than 7 days/nights in any one month period.
3. **Tenant Contact Info:** Tenant(s) agrees to provide updated phone, cell and email address to Owner/Agent when applicable.
4. **Property Condition:** Tenant shall return premises to Owner/Agent in clean condition. The Owner/Agent’s definition of “clean” is binding on all parties.
5. **Tenant and Guest Conduct:** Tenant(s) shall restrict all sounds or noise to a reasonable volume. Tenant(s) and their Guest(s) shall conduct themselves in a manner that will not disturb their neighbor’s peaceful enjoyment of their premises, including common areas.
6. **Notice of Absence:** Tenant(s) shall notify Owner/Agent of any anticipated absence from the premises in excess of 7 days, no later than the first day of the absence.
7. **Entry into Premises:** Tenant(s) shall not unreasonably withhold consent to Owner/Agent to enter premises to inspect, make reasonable or agreed upon repairs or improvements, or to show the unit to prospective buyers or tenants. Owner/Agent may enter the premises without consent in an emergency, to post notices, or at any reasonable time with 24-hour written notice or with permission of Tenant(s).
8. **Sublease:** Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises, or any part of the premises.



**9. Insurance:** Owner/Agent will not be liable or responsible in any way for loss or damage to any property belonging to Tenant(s) or their guests unless caused intentionally or negligently by Owner/Agent. Tenant(s) is responsible to maintain their own fire and theft insurance for their personal property. Tenant(s) is also responsible for liability coverage for damage or fire caused by them or their guest's negligence. Tenant(s) is  advised  required to obtain Renters' Insurance to insure their own property and belongings.

**10. Rent Increases:** Rent may be increased with a 30 day written notice only when converted to a month to month agreement.

**11. Abandonment:** Tenant(s) agrees that any belongings, personal property or motor vehicles left on the premises, after termination of tenancy by any means, shall be considered abandoned and may be disposed of in the manner provided by law.

**12. Notices:** All required notices shall be delivered in the manner provided by law to Owner/Agent or Tenant(s). Any notice served by first class mail ONLY, must include an additional 3 days for delivery. Where allowed by law; notices may be served by first class mail and on the same day attached in a secure manner to the main entrance to the portion of the premises of which the Tenant(s) has possession or to the Owner/Agent at the address provided. Notice given to or received from one Tenant is binding to all other Tenants. Tenant has designated the "person to notify in case of death or emergency" as the person, if the Tenant is living alone, having the same rights and responsibilities as the Tenant regarding personal property.

**13. Use of Premises, Maintenance and Repair:** The premises shall be used only as a dwelling unit. Tenant(s) shall use all electrical, plumbing, sanitary, heating, ventilation, air conditioning and appliances on the premises in a safe and reasonable manner. ALL REPAIR REQUESTS MUST BE SUBMITTED IN WRITING TO OWNER/AGENT.

**14. Damage to Property:** Tenant(s) is responsible for all damages to property or premises caused by stoppage of waste pipes or overflow of bathtubs, toilets, or washbasins, unless caused by circumstances beyond their control (such as roots in the pipes). Tenant(s) must pay for any damage to the building or furnishings other than normal wear and tear. Tenant(s) shall not tamper with or make any alterations to the premises, including changing locks, without written permission of Owner/Agent. Tenant(s) agrees that Owner/Agent is not required to make a repair caused by the Tenant(s) in order for Tenant(s) to be liable for the cost of the repair. Tenant(s) may be held liable for rent while the dwelling unit is being cleaned or repaired, if the cleaning or repair results from the Tenant's noncompliance with this agreement. All damage caused by Tenant(s) shall be repaired or replaced at the Tenants' expense.

**15. Hazardous Materials:** Tenant(s) shall not store hazardous or flammable materials at the premises.

**16. Smoke and Carbon Monoxide Alarms:** Tenant(s) acknowledges the presence of a smoke alarm(s) and, if required, a carbon monoxide alarm(s) in fully operational condition in the unit. Tenant(s) is instructed to test the alarms at least every 6 months and replace the batteries as needed. Tenant(s) agrees that Owner/Agent is not liable for loss or damage due to the alarms' failure to operate. Tenant(s) is required to immediately notify Owner/Agent in writing of any malfunction of the alarm(s). Tenant(s) shall not remove or tamper with a properly functioning alarm, including removing any working batteries. Tenant(s) agrees to pay a fee of \$250.00 for each violation.

**17. Replacement Price:** Articles or equipment furnished to the Tenant(s) by Owner/Agent that become broken, damaged or missing for reasons other than ordinary wear shall be charged to the Tenant(s) at current market prices at the time of replacement.

**18. Limited Liability:** Owner/Agent shall not be liable for damages of any kind caused by 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. Tenant(s) further agrees to be responsible for and to pay for damages, fines, or fees incurred by Owner/Agent caused by acts of Tenant(s), pets, or guests.

**19. Late Charges and Non-Compliance Fees:** Owner/Agent shall not deduct a previously imposed charge from a current or subsequent rent payment (thereby making the rent payment delinquent, or causing a termination of the tenancy for non-payment of rent), or causing a new or additional late charge. Owner/Agent may charge simple interest on any unpaid late charges at the rate allowed by law. Owner/Agent may charge the following non-compliance fees after giving a written warning notice of initial violation if non-compliance occurs within one year, \$50.00 for 2<sup>nd</sup> violation, and \$50.00 plus 5% of current rent for each subsequent violation.



**20. Carpet Cleaning:** If Owner/Agent had the carpets cleaned using specialized equipment after the previous tenancy before the Tenant(s) took possession, Owner/Agent may deduct the cost of carpet cleaning from the Tenant(s) security deposit regardless of whether the Tenant(s) cleaned the carpets before delivery of possession of the premises

**21. Lease Enabling/Trespassing:** Owner/Agent retains the power to exclude non-residents from the common areas of the property if they violate the rules of the complex. Owner/Agent retains control over the common areas of the premises for the purposes of enforcing state trespass laws and shall be the “person in charge.”

**22. Termination:** This lease will convert to a month-to-month tenancy at the expiration of the term unless Owner/Agent or Tenant(s) gives written notice of termination at least 30 days prior to such expiration. If the tenancy is not terminated at expiration pursuant to the preceding sentence, Tenant(s) will be responsible for rent thereafter until the tenancy is terminated according to law, and termination without cause by Owner/Agent shall thereafter require at least 30 or 60 days written notice to Tenant(s), as required by law. Any omission or misstatement on the application for this dwelling unit may, at the option of Owner/Agent, be grounds for termination of tenancy. Owner/Agent accepting partial payment does not waive the right to terminate if the balance of rent is not paid as agreed in writing. Acceptance of deposit on last month’s rent does not constitute a waiver of Owner/Agent’s right to terminate for nonpayment of rent. Tenant(s) must provide a single forwarding address for final accounting. Rent or other charges owed by Tenant(s) shall be deducted from Tenant’s security deposit after all Tenants vacate the premises.

**23. Holdover Tenancy:** Any holding over after the expiration of the rental term without written consent of Owner/Agent shall be deemed a willful holdover and Owner/Agent shall be entitled to rent and damages, including court fees if applicable.

**24. Tenant(s) Jointly and Severally Liable:** If the rental unit is occupied by more than one occupant it is agreed that each person will be responsible for the entire rent and all other charges until the account is paid in full. Any prepaid rents or deposits will not be applied until all Tenants legally vacate the premises.

**25. Application of Payments:** Except for current rent payments, Owner/Agent may apply payments, no matter how designated by Tenant(s), to outstanding amounts owed for (1) non-compliance fees; (2) deposits; (3) damages and repairs; (4) utility charges; (5) past due rent; or (6) late charges.

**26. Legal and Collection Fees:** Any funds due from Tenant(s) may be consigned to a Collection Agency, Small Claims Court or Circuit Court. Tenant(s) expressly authorizes Owner/Agent to collect any and all costs, fees, expenses, charges, and incurred interest associated with the attempt to collect any debt due under this agreement. Tenant’s financial obligation expressly includes the actual debt and all other costs, fees, expenses, and charges including charges related to collection activity of a Collection Agency. Specifically, this authorization includes charges in excess of the original debt. Interest on the debt to be charged at a rate of 10% per annum, compounded monthly.

**27. Unenforceable Provision:** If any portion of this agreement should be ruled unenforceable for any reason, all other portions of the agreement shall remain in full force.

**28. Attachments to the Agreement:** The following are attached and are made a part of this agreement.

<input type="checkbox"/> # 3 Pet Agreement <input type="checkbox"/> # 9 Check In/Check Out <input type="checkbox"/> # 11 Smoke/CO Agreement <input type="checkbox"/> # 32 Contract Addendum <input type="checkbox"/> Other _____	<input type="checkbox"/> # 21 Deposit Refund <input type="checkbox"/> # 27 Smoke Free Agreement <input type="checkbox"/> # 54 Mold Prevention <input type="checkbox"/> # 52 Co-Signer Agreement <input type="checkbox"/> Other _____	<input type="checkbox"/> # 33 Rules & Regulations <input type="checkbox"/> # 41 Annual Recycling Notice <input type="checkbox"/> # 51 Lead Paint Disclosure <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____
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**26. Signature Block:** Where used in this agreement “Owner/Agent” means “Landlord” as defined in ORS 90.100. All parties acknowledge having read and understand all pages and attachments to this agreement. All questions have been answered.

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

