State of Oregon

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this _____, 20___ by and between:

Landlord: _____ ("Landlord") AND

Tenant(s): _____ ("Tenant").

In the event there is more than one Tenant, each reference to "Tenant" shall apply to each of them, jointly and severally. Each Tenant is jointly and severally liable to Landlord for payment of rent and performance in accordance with all other terms of this Agreement. Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. **Premises.** The premises leased is a/an ☐ apartment ☐ house ☐ condominium ☐ room ☐ townhouse ☐ duplex ☐ semi-detached house ☐ other: _____ with:
   (a) _____ bedroom(s)
   (b) _____ bathroom(s)
   (c) _____ parking space(s) ☐ Parking is not included with the Premises

located at _____, City of _____, State of _____, _____ (the "Premises").

Storage:

☐ The Premises includes the following storage space:_____.

Furnishings: (check one)

☐ The Premises is NOT furnished.

☐ The Premises includes the following furnishings: _____
_____.

Additional description of the premises: _____
_____
_____

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. Term. This Agreement shall be considered a: (check one)

☐ Fixed Lease. This Agreement will be for a term beginning on _____, 20___ and ending on _____, 20___ (the "Term"). At the end of the Term:

☐ A month-to-month holdover tenancy will be created. If Landlord accepts a rent payment from Tenant, other than past due rent or additional rent, after the Term expires, both parties understand that a month-to-month holdover tenancy will be created at the agreed upon monthly rent, unless proper notice has been served as required by applicable laws. If either Tenant or

Landlord wishes to end the month-to-month tenancy, such Party must provide at least thirty (30) days' written notice before the desired termination date.

☐ The Tenant must vacate the Premises. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

☐ Month-to-Month Lease. This Agreement will be for a term beginning on _____, 20___ and continuing month-to-month until either Landlord or Tenant terminates this Agreement by providing the other Party with proper written notice of termination (the "Term").

4. Rent. Tenant will pay Landlord a monthly rent of $_____ for the Term. Rent will be payable in advance and due on the _____ day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: ☐ Cash ☐ Personal check ☐ Money order ☐ Cashier's check ☐ Credit card ☐ PayPal ☐ Electronic transfer ☐ Other:_____, and will be payable in U.S. Dollars.

Proration:

☐ Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment.

Bounced Checks:

☐ The Tenant agrees to pay $_____ for each dishonored bank check.

5. Guaranty. (check one)

☐ A guarantor is required for the Tenant. _____ located at _____, City of _____, _____, _____ ("Guarantor") promises to unconditionally guarantee to Landlord, the full payment and performance by Tenant of all financial duties and obligations arising out of this Agreement. Guarantor agrees to joint and several liability with Tenant for Tenant's financial duties and obligations under this Agreement including rent, damages, fees and costs. Guarantor further agrees that this guaranty shall remain in full force and effect and be binding on Guarantor until this Agreement is terminated.

☐ A guarantor is NOT required for the Tenant.

6. Late Fee. (check one)

☐ A late fee will be charged if rent is not paid on time. Rent paid after the _____ day of each month will be deemed as late; and if rent is not paid within _____ days after such due date, Tenant agrees to pay:

☐ a set late charge of $_____.

☐ _____ % of the balance due per day for each day that rent is late.

☐ A late fee will NOT be charged.

7. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

8. Utilities. Tenant is responsible for payment of all utility and other services for the Premises, with the exception of the following, which will be PAID BY THE LANDLORD:

☐ Electric
☐ Gas
☐ Trash
☐ Cable
☐ Water
☐ Other: _____
☐ Telephone
☐ Sewage
☐ Internet
☐ Heat
☐ Hot water

9. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of $_____ to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within _____ days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing.

Interest: (check one)

☐ Yes, the security deposit will bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

☐ No, the security deposit will NOT bear interest while held by Landlord.

10. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.

11. Use of Premises. The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

Guest/Visitor policy: _____
_____
_____

12. Condition of the Premises. Tenant has examined the Premises, including the appliances and fixtures (☐ and furnishings), and acknowledges that they are in good condition and repair, normal wear and tear excepted, and accepts them in its current condition, except for: _____
_____
_____

13. Maintenance and Repairs. Tenant will maintain the Premises, including all appliances and fixtures (☐ and furnishings), in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances and fixtures (☐ and furnishings) from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

☐ Tenant will also maintain the grounds, which is part of the Premises. (Do not check if leasing an apartment)

14. Rules and Regulations. (check one)

☐ There are separate rules and regulations governing the Premises. Landlord has prescribed the rules and regulations governing Tenant's use and enjoyment of the Premises, attached hereto as Exhibit A, and incorporated by reference herein. Tenant acknowledges receipt of and agrees to adhere to such regulations.

☐ There are NO separate rules and regulations governing the Premises.

15. Military Clause. (check one)

☐ The Tenant may terminate their lease early for active duty. In the event Tenant is, or hereafter becomes, a member of the United States Armed Forces (the "Military") on extended active duty, and Tenant receives permanent change of station orders to depart from the area where the Premises is located or is relieved from active duty, retires or separates from the Military, or is ordered into Military housing, then Tenant may terminate this Agreement upon giving thirty (30) days written notice to Landlord. Tenant shall also provide to Landlord a copy of the official orders or a letter signed by Tenant's commanding officer, reflecting the change which warrants termination under this Section. Tenant will pay prorated rent for any days Tenant occupies the dwelling past the first day of the month rent is due. Any security deposit will be promptly returned to Tenant, provided there are no damages to the Premises.

☐ The Tenant may NOT terminate their lease early for active duty.

16. Reasonable Accommodations. Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship on Landlord would result. Tenant is responsible for making Landlord aware of any such required accommodations that are

reasonable and will not impose an undue hardship on Landlord. If Tenant discloses a disability and requests an accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation.

17. Sex Offender Registry. Pursuant to law, information about specified registered sex offenders is made available to the public. Tenant understands and agrees that they are solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises, which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

18. Compliance. Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

19. Mechanics' Lien. Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf does not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.

20. Alterations. Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

21. Smoking. (check one)

☐ Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitor, guest or other occupant on the Premises.

☐ Smoking is permitted on the Premises.

22. Pets. (check one)

☐ Tenant is NOT allowed to have or keep any pets, even temporarily, on any part of the Premises.

☐ Tenant is allowed to have the following pets on the Premises: _____.

The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of defleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the

Term (whether with or without written consent of Landlord). If Tenant does keep an authorized pet on the Premises, Tenant will pay to Landlord a pet deposit in the amount of $_____.

23. Inspection Checklist. (check one)

☐ In order to avoid disagreements about the condition of the Premises, at the time of accepting possession of the Premises, Tenant will complete the Inspection Checklist incorporated herein by reference and attached hereto as Exhibit B and record any damage or deficiencies that exist at the commencement of the Term. Landlord will be liable for the cost of any cleaning or repair to correct damages found at the time of the inspection. Tenant will be liable for the cost of any cleaning and/or repair to correct damages found at the end of the Term if not recorded on the inspection checklist, normal wear and tear excepted.

☐ The Tenant is NOT required to complete an inspection checklist.

24. Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, (a) Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord or (b) Landlord may terminate this Agreement upon notice to Tenant. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

25. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

26. Renter's Insurance. (check one)

☐ Tenant is required to obtain, and maintain at all times during the Term, a renter's insurance policy with a minimum of $100,000.00 personal liability coverage. Tenant will name Landlord as an interested party or additional insured. Tenant will provide Landlord with a certificate or proof of insurance upon request.

☐ Tenant is NOT required to obtain a renter's insurance policy.

27. Assignment and Subletting. (check one)

☐ Tenant may assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.

☐ Tenant must obtain Landlord's written consent prior to assignment or sublease of the Premises.

☐ Tenant will NOT assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.

28. Insurance Requirements. Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

29. Right of Entry. Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alternations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

30. Surrender. Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.

31. Default. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a _____ day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a _____ day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.

32. Remedies If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

33. Subordination. This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof.

34. Condemnation. If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

35. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

36. Lead Disclosure. (check one)

☐ The Premises was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord

must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

☐ The Premises was NOT built prior to 1978.

37. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail.

Notices shall be sent to the Landlord at the following address:

_____

Notices shall be sent to the Tenant at the following address:

_____

38. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

39. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

40. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

41. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

42. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of laws provisions.

43. Disputes. Any dispute arising from this Agreement shall be resolved through:

☐ Court litigation. Disputes shall be resolved in the courts of the State of _____.

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

☐ Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation.

☐ Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

44. Amendments. This Agreement may be amended or modified only by a written agreement signed by the Parties.

45. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

46. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

47. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

48. Miscellaneous. _____
_____
_____

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

Landlord Signature	**Landlord** Full Name
Tenant Signature	**Tenant** Full Name
Tenant Signature	**Tenant** Full Name
Guarantor Signature	**Guarantor** Full Name

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
_____

(ii) ____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____
_____

(ii) ____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (if any) (initial)

(e) _____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord Signature	**Landlord** Name	Date
Tenant Signature	**Tenant** Name	Date
Tenant Signature	**Tenant** Name	Date
Agent Signature	**Agent** Name	Date

Exhibit A

RULES AND REGULATIONS

Tenant shall abide by the following rules and regulations while occupying the Premises:

☐ Tenant will not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls.

☐ Tenant will keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.

☐ Tenant will not obstruct or cover the windows or doors.

☐ Tenant will not leave windows or doors in an open position during any inclement weather.

☐ Tenant will not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space.

☐ Tenant will not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord.

☐ Tenant will keep all air conditioning filters clean and free from dirt.

☐ Tenant will keep all bathrooms, sinks, toilets, and other water and plumbing supplies in good order and repair, and shall use same only for the purposes for which they were constructed.

☐ Tenant will not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited into any sinks or toilets.

☐ Tenant's family and guests shall not make or permit any loud or improper noises, or otherwise disturb other residents in the immediate area.

☐ Tenant will deposit all trash, garbage, rubbish or refuse in the locations provided therefore.

☐ Tenant will abide by and be bound by any and all rules and regulations affecting the Premises or the common areas of the Premises which may be adopted or promulgated from time to time by Landlord.

Other: _____
_____
_____
_____

Exhibit B

RENTAL INSPECTION CHECKLIST

Complete this inventory checklist as soon as you sign the lease. Do not move anything into the Premises until after you have filled out this checklist. Take time-stamped pictures of any damages, dents, marks, or problems you find. Ask your Landlord to sign the checklist and/or send them a copy. You should keep the original for your records.

Living Room	Condition on Arrival	Condition on Departure
Walls and Ceiling		
Floor Covering		
Windows (curtains, blinds, etc….)		
Doors		
Light Fixtures		
Lamp(s)		
Furniture (if applicable)		
Baseboards/Moldings		
Other: _____		

Kitchen	Condition on Arrival	Condition on Departure
Stove, Oven, Range, Hood, Broiler, Pans, Burners, etc…		
Floor Covering		
Windows (curtains, blinds, etc….)		
Doors		
Light Fixtures		
Cabinets/Drawers		
Counter Surfaces		
Sink, Garbage Disposal, Faucet		
Microwave Oven		
Refrigerator		
Furniture		
Dishwasher		
Other: _____		

Bathroom	Condition on Arrival	Condition on Departure
Walls and Ceiling		
Floor Covering		
Windows (curtains, blinds, etc….)		
Doors		
Light Fixtures		
Cabinets/Drawers		
Counter Surfaces		
Sink and Faucet		

Toilet/Tissue Holder		
Shower and Tub		
Towel Racks		
Mirror/Medicine Cabinet		
Water (heat and pressure)		
Dishwasher		
Other: _____		

Bedroom	Condition on Arrival	Condition on Departure
Walls and Ceiling		
Floor Covering		
Windows (curtains, blinds, etc….)		
Doors		
Light Fixtures		
Closets (Doors and tracks)		
Book Shelves		
Molding and Baseboards		
Furniture (if applicable)		
Mirror		
Other: _____		

Other Areas: _____	Condition on Arrival	Condition on Departure
Walls and Ceiling		
Floor Covering		
Windows (curtains, blinds, etc….)		
Doors		
Light Fixtures		
Closets (Doors and tracks)		
Book Shelves		
Molding and Baseboards		
Furniture (if applicable)		
Doorbell/Knocker		
Mailbox (check lock)		
Yard, Patio, Deck		
External Doors and Locks		
Outside Lights		
Other: _____		

Move in:

Tenant Signature	**Tenant** Name	Date

Accepted and acknowledged by:

Landlord Signature	**Landlord** Name	Date

Move out:

Tenant Signature	**Tenant** Name	Date

Accepted and acknowledged by:

Landlord Signature	**Landlord** Name	Date