

OREGON MONTH-TO-MONTH RENTAL AGREEMENT

Tenant(s): _____

Tenant(s): _____

Address: _____ Unit: _____

City: _____ Oregon, Zip: _____ Phone: _____

Cell or Mobile: _____ Alternate Phone: _____

Email: _____ Email: _____

Alternate Mailing: _____

Monthly Rent Amount \$ _____ Due On: _____ day of each month.

Month-to-Month Tenancy beginning _____

1st month's rent prorated from _____ to _____ is \$ _____

Late Fees

If rent payment is not received by 11:59 p.m. on the 4th day of the rental period Tenant(s) will be charged a late fee as follows: (select ONLY one)

- _____ One charge per rental installment limited to the amount \$ _____ customary in rental area.
- _____ Per-day fee shall not exceed 6% of the one-time late fee amount customary in rental area. \$ _____
- _____ Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof. \$ _____

Non-Compliance and Other Fees

Smoke Alarm and Carbon Monoxide Alarm tampering fee	\$ 250.00
Dishonored check fee (plus amount charged by bank)	\$ 35.00
Late payment of utility fee	\$ 50.00
Failure to clean up animal waste, garbage or other waste	\$ 50.00*
Parking violation or other improper use of vehicle	\$ 50.00*
Smoking/Vaping in a clearly designated non-smoking/vaping unit or area	\$ 250.00*
Unauthorized pet capable of causing damage	\$ 250.00*

**see #21 for explanation*

Utilities

- ___ Electricity ___ Water
 - ___ Sewer ___ Cable
 - ___ Gas ___ Garbage
 - Other _____
 - Other _____
- O = Owner Pays T = Tenant Pays*

Furnished to Unit

- ___ Range ___ Disposal ___ Blinds
- ___ Dishwasher ___ Refrigerator
- ___ Garbage Can ___ Dumpster
- Other _____
- Other _____

Move-in Accounting Rent & Deposits

Security Deposit	\$ _____
Pet Deposit	\$ _____
Other Deposits	\$ _____
Pro-rated Rent	\$ _____
1st Full Month's Rent	\$ _____
Last Month's Rent	\$ _____
Other _____	\$ _____
Subtotal	\$ _____
Deposit to Hold (subtract)	\$ _____
Total Due	\$ _____

If checked, deposits are held by Owner.

Landscaping

Tenants shall mow, water and maintain lawn and landscaping in like manner in which it was received, unless otherwise indicated in writing.

Marijuana

No marijuana, medical or recreational, may be grown, stored, processed, smoked or consumed on the premises without the prior written consent of Owner/Agent.

Occupancy of Premises

Only the following person(s) shall occupy the premises: _____



Payments to Owner/Agent**For Services of Notices to Owner/Agent**

Owner/Agent: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 E-mail: _____

Address: _____
 City/State/Zip: _____

 Include description of where to post notice (See #12),
 such as "front door," "side door," "gate," etc.

Emergency Contact for Tenant

Person to notify in case of emergency or death of Tenant: (See # 12 page 3)
 Name: _____ Relationship: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

Utility or Service Charge Disclosure

Utility or service benefiting other Tenants or common area: _____

Basis for allocation of utility or service charge for common areas:
 Square footage by # of units _____ or: \$ _____ per _____
 Utility charges must be paid by: _____ to avoid \$50 late fee.
 If left blank, utility charge must be paid within 30 days of date of Owner/Agent billing to avoid assessment of late charge.

Parking - Storage - Mail**Disclosures**

Parking Space(s) _____
 Storage Space _____
 Mail Box # _____

- 1) Recycling IS IS NOT available.
- 2) If checked, Smoking is restricted/prohibited on the premises.
- 3) If checked, the dwelling unit is located in a 100-year flood plain, as determined by the National Flood Insurance Program.
- 4) If checked, the unit is listed for sale.
- 5) If checked, the unit is in foreclosure or default.
- 6) 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 Yes
 If Yes, see attached Pet Agreement

- 1. Prohibited items:** No aquariums, water beds, pianos, organs, swimming pools, trampolines or fire pits may be kept or used without the prior written consent of Owner/Agent. No satellite, cable, security equipment or other similar equipment may be attached to the roof, siding or any structural component of the dwelling unit without the prior written consent of Owner/Agent. No banners, signs or flags may be posted or flown without written consent of Owner/Agent.
- 2. Guests:** Written permission from the Owner/Agent is required if guest remains more than ____ days/nights in any ____ month period (if left blank then - 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(s) 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 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 notice or with permission of Tenant(s). If boxes are checked, Tenant(s) agrees to allow the use of text messages or email, or both for the purpose of submitting maintenance requests to Owner/Agent and for providing 24-hour notice to enter by Owner/Agent to 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. If checked, Renter's Insurance is required – Tenant is also required to maintain minimum of \$100,000 liability coverage and add Owner/Agent as Interested Party. If Tenant(s) combined household income falls at or below 50% of the median for the area, Renter's Insurance may not be required. Owner/Agent is responsible to maintain their own insurance policy and may not "self insure" if Renter's Insurance is to be required. Owner/Agent must provide proof of property insurance to Tenant upon request.

10. Rent Increases: Rent may be increased with a 90-day written notice to each affected party, but may not be effective prior to the end of the first year of tenancy. Rent increases may not exceed 7% plus the Consumer Price Index for the West Coast in any 12-month period, unless exempt. Properties whose first certificate of occupancy was issued within the past 15 years are exempt, as are properties where landlord is providing reduced rent to the tenant as part of a federal, state or local program or subsidy.

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 4 days for delivery, including date of service. 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 main portion of the premises of which Tenant(s) has possession or to the Owner/Agent at the address provided above in section entitled, "For Service of Notices to Owner/Agent." As required by law, Owner/Agent's designated service address must be described with particularity, reasonably located in relation to the Tenant(s), and available at all hours. 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. Owner/Agent does not waive the right to terminate tenancy by simultaneously or subsequently served notices.

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. No credit for repairs or improvements shall be allowed without Owner/Agent's prior written approval. Alterations to the dwelling unit without the prior written consent of Owner/Agent are strictly prohibited and may be cause for termination of the tenancy.

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 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 Tenant's expense.

15. Trash Receptacles: Tenant(s) shall promptly remove trash receptacles from the street within 24 hours after garbage pick-up and, when possible, stored so that they are not visible from the street. All trash shall be bagged or sealed prior to placing in trash receptacles. Tenant(s) are prohibited from rummaging through trash or recycling bins. No hazardous materials shall be placed in trash receptacles.

16. Wildlife: Due to the potential for damage and spread of disease, Tenant(s) and their guests shall not feed, water or otherwise provide sustenance to feral or wild animals, birds, reptiles, snakes or other such animals.

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

18. 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) shall replace expired batteries with 10-year lithium batteries as required by law. Tenant(s) agrees that Owner/Agent is not liable for loss or damage due to the alarm's 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.

19. 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.

20. NSF Payments: Should any payment made by or on behalf of any Tenant(s) be returned by the financial institution for insufficient funds, Owner/Agent may require that all subsequent payments be made in certified funds only (cashier's check or money order), for the remainder of the tenancy.

21. Non-Compliance Fees: Owner/Agent may charge noncompliance fees as listed on page 1 of this agreement for subsequent violations occurring within one year from issuance of written warning notice of a specific violation. Noncompliance fees for keeping an unauthorized pet capable of causing damage may be charged as early as 48 hours after effective date of written warning notice and for each additional 48-hour period during which the unauthorized pet remains on the premises. For smoking/vaping in a clearly designated non-smoking/vaping unit or area of the premises, Owner/Agent may charge noncompliance fees as early as 24 hours after effective date of written warning notice for each subsequent violation. Late fees, dishonored check fees and noncompliance fees are due immediately upon default by Tenant(s). Tenancy may be terminated as allowed by law for failure to pay outstanding fees.

22. Carpet Cleaning: If Owner/Agent had carpets cleaned using specialized equipment, or had the carpets replaced 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 the delivery of possession.

23. 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."

24. Termination: Tenant(s) shall not terminate this agreement without giving 30 days' written notice; failure shall make Tenant(s) liable for up to 30 days' rent. Owner/Agent may terminate this tenancy within the first year, without stated cause, by giving Tenant(s) not less than 30, 60, or 90 days' notice as required by law. The first year of tenancy includes all periods during which any of the Tenants have resided in the rental property for less than one year. After the first year of occupancy, Owner/Agent may only terminate the tenancy for cause, or with 90-days' written notice (unless exempt as indicated below) for a Qualifying Landlord Reason: 1) Owner/Agent intends to demolish the unit or convert it to a use other than residential use within a reasonable time; 2) Owner/Agent intends to undertake repairs or renovations to the unit within a reasonable time and the unit is unsafe or unfit for occupancy, or will be unsafe or unfit for occupancy during repairs or renovations; 3) Owner/Agent intends for the property owner or a member of the Owner's immediate family to occupy the unit as a primary residence, and the Owner does not own a comparable unit in the same building that is available for occupancy at the time the notice is delivered; 4) Owner is selling the property, and has accepted an offer to purchase the unit separately from any other unit from a person who intends in good faith to occupy the unit as their primary residence. *(Owner/Agent must provide the notice and written evidence of the offer to purchase the unit to the tenant not more than 120 days after accepting the offer to purchase.)* Landlords who own two units occupying the same tax lot where the landlord occupies one unit as their primary residence, may provide a minimum of 60-days' written notice of termination for no-cause for that specific rental property, or with 30-days' written notice, if the landlord has accepted an offer to purchase from a buyer who intends in good faith to occupy the tenant's rental unit as their primary residence. *(The landlord must provide the notice and written evidence of the offer to purchase the unit to the tenant not more than 120 days after accepting the offer to purchase.)* **Regardless of length of tenancy, proscribed notice periods may be longer in certain local jurisdictions or in subsidized housing.** For a termination under this section to be valid at the time it is delivered to the tenant, Owner must pay the Tenant(s) the equivalent of one month's periodic rent – unless exempt. Landlords with an ownership interest in four or fewer dwelling units are exempt from payment of relocation expense.

Owner/Agent may also terminate this tenancy in the manner provided by law if Tenant(s) fails to pay rent and/or other charges, or fails to comply with any terms or conditions of this agreement, or fails to comply with any obligations under ORS Chapter 90. Owner/Agent accepting partial payment does not waive the right to terminate tenancy 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. Rent or other charges owed by Tenant(s) shall be deducted from Tenant's security deposit after all Tenants vacate the premises. Tenant(s) must provide a single forwarding address for final accounting.

25. Sale or Transfer of Premises: If the rented premises is sold or transferred during the tenancy, all terms of this agreement shall remain in full force and effect until further notice by Owner/Agent.

26. 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.

27. Application of Payments: Owner/Agent must apply payments received by Tenant(s) in the following order: A) Outstanding rent from prior months; B) Rent for the current month; C) Utility or service charges; D) Late rent charges; E) Damage claims and any other fees or claims owed by the tenant. If the due date for rent payment or other payment falls on a Sunday or national holiday (New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day), Tenant(s) shall be entitled to one additional day to tender payment without penalty.

28. 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.

29. 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.

30. Charges: Any charges imposed on a owner/agent by a utility or service provider or on behalf of a local government for one or more municipal services or for the general use of a public resource related to the dwelling unit, including fees assessed to support street maintenance or transportation improvements, transit, public safety and parks and open space, but not including real property or income taxes or business licenses or dwelling inspection fees, may be passed through to Tenant(s) as allowed by law. HOA – Any charges imposed upon Owner/Agent by a Homeowner's or Condominium Association for anyone who moves into or out of a unit within the Association, may be passed through to the Tenant(s) for payment as allowed by law. Re-Key Mailbox(s) – If the mail receptacle associated with the dwelling unit is a locking type, Tenant(s) are solely responsible for the fees charged by the Postmaster for the re-keying of the box should a key not be provided by the Owner/Agent, or if the box has not been re-keyed between tenancies.

31. Co-signers: If this rental agreement is secured by a co-signer, Owner/Agent reserves the right to notify the Co-signer about any information related to the tenancy deemed necessary, but shall be under no obligation to do so.

32. 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"/> #33 Rules & Regulations | <input type="checkbox"/> #54 Mold Prevention |
| <input type="checkbox"/> #9 Check In/Check Out | <input type="checkbox"/> #46 Assistance Animal Agreement | <input type="checkbox"/> #65 Exterior Care Agreement |
| <input type="checkbox"/> #11 Smoke Alarm & CO Agreement | <input type="checkbox"/> #47 Parking Agreement | <input type="checkbox"/> #66 Weatherization Agreement |
| <input type="checkbox"/> #21 Deposit Refund Checklist | <input type="checkbox"/> #51 Lead Paint Disclosure | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> #27 Smoke/Vape Free Agreement | <input type="checkbox"/> #52 Co-Signer Agreement | <input type="checkbox"/> Other _____ |

33. 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 _____

