

NED BAKER REAL ESTATE

Rental Agreement

Name:

Address:

City, State, Zip:

TYPE OF TENANCY, RENTAL AMOUNT AND DUE DATE:

X Month-to-Month: Beginning: _____ and with monthly rent of \$ _____.

PLEASE NOTE: WHEN YOU MOVE WE REQUIRE A 30DAY "WRITTEN" NOTICE PRIOR TO YOUR MOVE OUT.

☐ Fixed term lease: Beginning: _____ Ending: ____ Total amount of lease: \$ _____
payable in monthly payments of \$ _____ and due on the 1st of each month. Failure to complete the term of the lease except for statutory allowed early termination will result in a lease break fee equal to one month rent.
x____ x____ x____ x____ (Initials indicate acceptance of penalties for non-compliance of lease)

Please make your rent checks payable to: **NED BAKER REAL ESTATE** to ensure your rent is applied to the appropriate account we ask that you put your address on your rent checks.

AGENT/LANDLORD/OWNER:

NED BAKER REAL ESTATE 2339 State St. Salem, OR 97301 Phone: 503-364-6797

Emergencies: 503-979-2278 -There will be a 24-hour on call maintenance program during business hours, after-hours, and weekends. Please keep in mind we hire independent contractors and are at the mercy of their schedule. If an issue cannot be taken care of, it will be addressed on the next business day.

OCCUPANTS:

Name(s)	Date of Birth	SS#
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1.

2.

3.

4.

Appliances Included: ☐ Range ☐ Refrigerator ☐ Garbage Disposal ☐ Dishwasher ☐ Microwave
☐ Garage opener remote () ☐ Washer & Dryer ☐ other _____ ☐ other _____

Pets: ☐ NO

☐ YES (See attached Pet Addendum --- NO PETS ARE APPROVED WITHOUT A COMPLETELY EXECUTED PET ADDENDUM EVEN IF THIS BOX "YES" IS CHECKED.)

Smoking ☐ of any kind is **NOT** permitted in or around the dwelling; this includes inside the garage.

☐ is permitted **OUTSIDE** the dwelling. Tenant acknowledges FULL responsibility for picking up all smoking related debris immediately.

If any damage is caused to the home from smoking the tenants would be responsible for all repairs in order to return the unit to its previous condition. X_____ X_____ X_____ X_____

Windows and Doors:

The property is equipped with door and window screens unless otherwise noted on move in check list. Ripped or damaged doors and window screens will be responsibility of Tenant during the tenancy and upon move out.

Maintenance and Repair Charges: Repairs and/or maintenance of tenant-caused damages and/or cleaning above normal wear and tear will be billed as subcontracted by the landlord at market rate.

Walk Through Inspection Notice: We complete a walk through inspection of our properties 90 to 120 days after your move in date. We do this as a contractual obligation to the property owners who we work for. After this initial walk through, we will send out annual notice of entries to enter the properties to address any maintenance concerns and make sure the property is being kept up. This is unless, we are instructed otherwise by the property owner, or have concerns during our drive by visual inspections.

The dwelling unit is located within a 100-Year floodplain ☐ Yes ☐ No ☐ Minimal

Foreclosure / Default ☐ Yes ☒ No

Real Estate Broker or designee approval: _____ Date: _____ Tenant Initials: _____

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Property Code:

ADDENDUM(S) made part of this agreement and agreed to by landlord and tenant:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Terms and Conditions Addendum | <input type="checkbox"/> Garbage Disposal Addendum |
| <input checked="" type="checkbox"/> Key Addendum/Garage Remote Addendum | <input type="checkbox"/> Pet Addendum |
| <input checked="" type="checkbox"/> Smoke Detector/Carbon Monoxide Addendum | <input type="checkbox"/> Fireplace/Wood Stove Addendum |
| <input checked="" type="checkbox"/> Disclosure of Information on Lead-Based Paint | <input checked="" type="checkbox"/> Additional Addendum |
| Addendum w/ handbook (pre-1978 Construction) | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Marijuana Addendum | |

Landscape Maintenance

- ☐ The Tenant shall be responsible to adequately cultivate and maintain the lawn, shrubbery and grounds (the "landscaping"). Failure to maintain the landscaping in a good condition acceptable shall result in the Tenant being charged for the necessary maintenance. **Tenant shall mow, water, edge and weed as is needed to maintain the landscaping.** Parking of any vehicle or trailer on grass or landscaping is prohibited.
- ☐ The landscaping will be maintained by the Landlord and/or the Landlord's subcontractor. Tenant agrees that access to premises may be made without notice to the Tenant in order to do the landscaping. Tenant also agrees to water as needed to ensure the grass stays green ongoing. Parking of any vehicle or trailer on grass or landscaping is prohibited.

Mold and Mildew

The Landlord has identified no damp or wet building materials and knows of no mold or mildew contamination in the dwelling unit. However, mold and mildew spores are present in the environment and cannot be eliminated. In high moisture areas such as Oregon, many sources of excess moisture can lead to high indoor humidity and cause mold or mildew. Most sources of moisture can be controlled by simple procedures under the control of the Tenant. The goal is to reduce moisture within the dwelling unit wherever or whenever possible. In order to reduce the incidence of mold and mildew, to protect your health and to protect the dwelling unit, the **Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the dwelling unit by reducing or eliminating the sources of moisture.** Below are simple ways to uphold this responsibility:

- To keep the dwelling clean at all times; free of dirt and debris especially those things that can harbor mold or mildew spores.
- To clean bathroom, kitchen surfaces and walls with products which reduce or inhibit growth of mold or mildew.
- To clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as the condition occurs.
- To agree to use bathroom fans while bathing or showering, kitchen fans while cooking and utility area fans whenever water is being used. Continued use of fans for more than 30 minutes following activity.
- To report to Landlord when any exhaust fan does not operate.
- To use all reasonable care to close all window and other openings on the premises to prevent outdoor water from penetrating the dwelling unit.
- To open multiple windows, weather permitting, at least twice a week for one hour each time to allow cross ventilation of the dwelling.
- To keep thermostats at no more than 72 degrees and no less than 55 degrees at all times. No non-vented kerosene space heaters are to be used indoors.
- To maintain a minimum of a six-inch space between furniture and walls for air ventilation.
- To notify Landlord immediately of any circumstances involving excess moisture or water leakage such as plumbing leaks or drips, sweating pipes or toilet tanks as well as any overflows in the bathroom, kitchen or laundry facilities. This is especially necessary in cases where the overflow may have permeated walls, carpeting or flooring coverings or cabinets. Notify the Landlord of any mold grown on surfaces inside the dwelling unit that cannot be removed or controlled by Tenant.

Utility Responsibility

- ☐ ALL UTILITIES (including water, sewer, electric, garbage, cable/TV, telephone, internet service/connection, gas, heat, oil and all other) SHALL BE PAID BY TENANT. (If oil, the tenant is responsible for filling it upon move out.)
- ☐ ALL UTILITIES (including water, sewer, electric, garbage, cable/TV, telephone, internet service/connection, gas, heat, oil and all other). (If oil, the tenant is responsible for filling it upon move out), SHALL BE PAID BY TENANT EXCEPT FOR THE FOLLOWING _____ PAID BY LANDLORD.

Recycling: Will be provided by the garbage hauler.

Maintenance Responsibility

Tenants will be responsible for the following items:

- Check and replace furnace filters every 3 months or as needed.
- Check and reset GFCI switches if electrical incidents occur. If problem persists contact the office.
- Reset the garbage disposal using button found on bottom of unit if it should stop working.
- Replace Smoke Detector and Carbon Monoxide Detector batteries if needed. Batteries must be replaced with the same type as what is in the detector.
- Use a liquid plumbing agent or snake to try and resolve clogged drains. Clean bathtub drain regularly or use a screen to catch hair. Should problem persist contact the Office.
- If there is a water leak, turn off water source to leak, clean up water that has leaked to avoid water damage.
- Use correct treatment to resolve issues with bugs/insects. (For ants we recommend Terro Brand.) Should problem persist contact the Office.

Property Code:

Tenant Initials: _____

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Agent Disclosure and Security Deposit Disclosure

The real property including the dwelling unit is managed by an agent who is a real estate licensee and who is authorized to act on behalf of the owner as the Landlord herein, including through agent's employees. The security deposit is held by the real estate licensee in a non-interest bearing Clients' Trust Account.

OR: Transferred to the owner whose name is:

Fees Chargeable During Tenancy:

Rents are due on the 1st of each month

Late after 5th of the month

All rents received after the 7th or NSF checks need to be in certified funds.

Fees chargeable during tenancy:

1. Return check charge \$30.
2. Late fee \$75 if payment is received after the 5th.
3. Smoke detector tampering fee \$250.
4. Unauthorized animals capable of causing damage to persons or property, not removed within 48 hours may be assessed a \$250 noncompliance fee.
5. If an eviction is necessary, the Landlord will charge ALL FEES related to the eviction process to the Tenant.

Stated Rent: \$

Move-In Accounting

Rent from

Key Lock change (Optional)

Security Deposit

Additional deposit

TOTAL DUE:

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

CREDITS

Reservation deposit (received:)

Other

\$< _____ >
\$< _____ >

NET AMOUNT DUE:

\$ _____

On November 1st, 2018 you will begin owing a full month's rent.

IN CASE OF EMERGENCY Name, address and telephone number of someone we can reach outside of the household:

Name: _____ Address: _____

Phone Number: _____

IN THE EVENT OF TENANT DEATH landlord should contact:

Name: _____ Address: _____

Phone Number: _____

I (we) have read and agreed to all pages of this rental agreement, including the attached Terms and Conditions.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Prepared By: _____ Date: _____

Property Code:

Tenant Initials: _____ Pg 3 of 3

TERMS AND CONDITIONS

1. RENT: After commencement of this Rental Agreement, rent is due and payable on the first of the month, and must be timely paid. If rent is not paid by the fifth day of the month, a late fee in the amount stated in this Rental Agreement will be assessed on the sixth day of the month. All rent paid on or after the 8th of the month must be by certified check or money order. Partial payments shall not be made without Landlord approval. Prepaid rent does not constitute partial payment of rent in a succeeding month. Landlord may refuse to accept cash payments of rent, rent payments from anyone other than the Tenant, or multiple checks for rent. If any check is dishonored for any reason, Landlord may require Tenant to make all future rent payments via certified check or money order. Tenant(s) are jointly and severally liable for the rent and other charges. Pro-rations of rent shall be done on a daily basis based on the actual number of days of occupancy in the current month. Upon move out, tenant will be charged a daily rate for any additional days PAST the initial move out date given by tenant or Landlord

2. APPLICATION OF FEES: All payments to Landlord by Tenant after the termination of the tenancy, no matter how designated by Tenant, may be applied by Landlord first for any outstanding rent from prior months, the current months' rent and late fees. Second, to any outstanding amounts due Landlord for damages/repairs, utilities, deposits, fees etc.

3. OCCUPANTS: The dwelling unit shall be strictly limited only to those persons listed as occupants in this Rental Agreement. There shall be NO subletting of the dwelling unit whatsoever. If any Tenant or occupant vacates the dwelling unit, any remaining Tenants must notify the Landlord within 3 days of the change in occupancy. Failure to report any change in occupants of the dwelling unit may result in the termination of the rental agreement and penalties for rental agreement violations. No person may occupy the dwelling unit as a Tenant unless and until said person(s), after a submission of a rental application and subject to full background screening procedures, have been approved in writing by the Landlord, which approval or rejection shall be at Landlord's sole discretion and consistent with the law. Any person not named as an occupant who remains on the premises a substantial amount of time, either day or night, shall be considered a guest. Guest(s) staying more than 14 consecutive days and/or nights or 21 days in a calendar year must have the written permission of the Landlord.

4. ASSIGNMENT OR SUBLETTING: Transfer of any interest in this Rental Agreement or any subletting without the prior written approval of the Landlord is strictly prohibited.

5. ABSENT: The Tenant agrees to notify the Landlord in writing of any absence in excess of 7 days no later than the first day of an absence.

6. COMMON AREAS / RULES & REGULATIONS: The Landlord shall retain control over any and all common areas. Common areas are shared facilities such as laundry rooms, swimming pools, courtyards and other areas of general use. The Landlord may implement exclusion rules for all common areas as well as any other use and occupancy rules and regulations under ORS 90.262.

7. DAMAGES, PERSONAL PROPERTY, RENTER'S INSURANCE, & WAIVER OF SUBROGATION: Tenant agrees to not destroy, damage, deface or remove any part of the premises or permit any person to do so and to assume all liability for damages, other than ordinary wear and tear or those caused by the Landlord. The Landlord will not be liable or responsible for loss or damages to articles or property belonging to the Tenant(s). Tenants are encouraged to purchase renter's insurance covering their personal property. Landlord's fire and casualty insurance policy covering the premises does not cover Tenants' personal property in the event of damage to the Tenants' dwelling unit. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy, and in the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies.

8. LOSS RECOVERY: The Tenant agrees that the Landlord has the right to recover from the Tenant any loss caused by vandalism or other acts of misuse by the Tenant or any third party other than Landlord or Landlord's agent(s), not otherwise covered by fire insurance. The Landlord reserves the right to assign such right to their insurance carrier. This section 8 shall not apply to Acts of God or conduct by a perpetrator relating to domestic violence, sexual assault or stalking."

9. USE OF PREMISES: (a) Habitable Condition. At the commencement of the rental agreement, the Tenant accepts that the unit and its premises are safe for reasonable and foreseeable uses. Any unsafe condition shall be noted on the Move-in/Out Addendum.

(b) No Business Activities. Tenant is to use the premises for a dwelling unit and not conduct any commercial activity or services for compensation in or on the premises without the written consent of the Landlord. Day care or foster care for children or adults shall be considered a business. No business signage may be placed on the property.

(c) Good Conduct Required of Tenants and Guests. Tenant and their guests shall conduct themselves in a manner not to disturb the peaceful enjoyment of others. At all times, Tenant shall restrict all sound or noise so as not to be heard outside the unit. Tenants and their guests shall not be permitted to play or loiter in halls, stairways, entrance of buildings or other common areas except in those areas designated by the Landlord.

(d) No Public Consumption of Alcohol. Alcoholic beverages shall not be consumed in any public or common areas, including on front porches or other areas visible to the public outside of the dwelling unit.

(e) No Recreational Vehicles. Tenant or their guests shall not be permitted to operate recreational vehicles or equipment in common areas except as designated by the Landlord.

(f) Housekeeping, Sanitary Conditions. Tenant agrees to keep all areas of the premises under their control clean, sanitary, and free from the accumulation of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Medical waste such as needles, blood products, and related articles are to be disposed of as "medical waste" as required by law. Patios, porches and stairways are to be kept clean and orderly and are not to be used for general storage. The Landlord's definition of clean shall be the final definition.

(g) Reasonable Use of Mechanical Features. Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities or appliances on the premises in a reasonable manner. Telephone wiring and services within the unit shall be the responsibility of the Tenant.

(h) Tenant Duty to Report Repair Needs. Tenant shall immediately report in writing all malfunctions of equipment, failure of essential services, or need for repair. Damage caused by the Tenant such as stoppage of waste pipes or overflow of toilets, bathtubs or defective faucets shall be paid by the Tenant as well as any damage to the building or furnishings other than ordinary wear and tear.

(i) Tenant Duty to Not Tamper with or Alter the Premises. Tenant shall not tamper with the exterior lights, furnace, refrigerator, or other appliances or make any alterations of any nature on or to the premises. Hooks, nails, screws or other attachments shall not be installed in any ceilings. Attachments, including but not limited to signs or satellite dishes, that affect the exterior appearance of the unit shall require the written consent of the Landlord.

(j) Tenant May Not Change Locks. Locks may not be tampered with or changed without the written consent of the Landlord. Entrance doors to the building, if designated, shall be kept locked. Entrance doors and windows of the Tenants' dwelling unit shall be kept locked. Tenant shall immediately notify the Landlord in writing if locks fail to operate properly.

(k) Tenant Duty to Maintain Adequate Heat. In the event of severe temperature changes, Tenant shall take reasonable preventive measures to prevent pipes from freezing, including but not limited to maintaining adequate heat, cover any foundation vents, and disconnecting exterior hoses.

(l) Landlord Non-Liability for Acts of God or Other Occurrences Beyond Landlord Control. Landlord shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services arising out of any accident, act of God or occurrence beyond the control of the Landlord. The Tenant shall be limited to the rights and remedies specified by law.

(m) Tenant Duty to Not Possess Prohibited Combustibles. Tenant shall not store gasoline, combustibles, or other flammable liquids inside the unit, on the sidewalk, porches or patios except as permitted by the Fire Department and insurance regulations. Tenant shall use smoking materials with caution and properly dispose of ashes and materials. Bar-b-ques and similar equipment shall not be operated within 10 feet of the building or as restricted by rule.

(n) Prohibited Animals, Water Related Items, and Certain Musical Instruments. No animals, aquariums, swimming pools, hot tubs, trampolines, water beds, pianos or organs are allowed without the written consent of the Landlord and renter's insurance.

(o) Off-Street Parking and Vehicle Repair. The use of designated and off-street parking shall be limited to vehicles in drivable condition which are properly licensed and insured. No vehicle repair, including the changing of oil, shall be made without the written consent of the Landlord. Unauthorized vehicles or vehicles parked in other than a designated space shall be towed at the vehicle owner's expense. Parking of any vehicle or trailer on grass or landscaping is prohibited.

(p) Tenant shall abide by ALL State, Federal and Fair Housing Laws and not use the premises for ANY illegal activity.

10. RIGHT OF ACCESS; NOTICES: (a) Tenant shall not unreasonably withhold consent to the Landlord to enter the premises or the dwelling unit to inspect, make necessary or agreed repairs, decorations, alterations or improvements, or to show the unit to prospective Tenants or purchasers.

(b) Landlord may enter without consent in an emergency and shall provide Tenant with a post-entry notice of the entry and its purpose.

(c) All notices from the Landlord to the Tenant may be served by personal delivery, first class mail, or first class mail and attachment to the main entrance of that portion of the premises to which the Tenant has possession. All notices from the Tenant to the Landlord may be served by personal delivery, first class mail, or first class mail and attachment to the front or back door of the address/location indicated as the Landlord's address in this rental agreement or by placing in one of the three drop slots at the address/location indicated as the Landlord's address in this rental agreement.

(d) The Tenant shall notify the Landlord in writing of any post office box or telephone number to be used by the Tenant.

(e) The Tenant agrees to provide the Landlord a forwarding address at the time of termination.

11. OREGON LANDLORD/TENANT LAW: Landlord and Tenant agree to abide by all state, federal, local laws or adopted rules and regulations. Tenant agrees not to permit or allow any acts to be done in, on, or within the immediate vicinity of said premises which violate any law, rule or regulation.

12. TERM OF TENANCY; RENT INCREASES; STANDARD TERMINATION:

(a) Month-to-month tenancy.

1. After a one year of tenancy the Landlord reserves the right to raise the rent with a 90 day notice.
2. During the first year of occupancy, either the Landlord or the Tenant may terminate this agreement with a **30 day written notice**. After the first year of occupancy, the Tenant may terminate this agreement with a **30 day written notice** and the Landlord may terminate this agreement with a **90 day written notice** under certain conditions in accordance with Oregon Landlord/Tenant law.
3. If the tenancy is for land and the structure is owned by the Tenant, this agreement may be terminated with a 180 day notice.

(b) Fixed term tenancy.

1. If the specified ending date of the fixed term lease is prior to the end of the first year of occupancy, either the Landlord or the Tenant may terminate this agreement with a **30 day written notice** with a termination date no earlier than the ending date of the fixed term lease.
2. During the first year of occupancy, either the Landlord or Tenant shall give a minimum 30 day written notice of the intent not to renew the lease.
3. Failure by either party to give a notice of intent not to renew will allow the rental agreement to automatically convert to a month-to-month tenancy with all terms and conditions of this agreement continued.

(c) Attorney's Fees. In the event the Landlord must bring an action to enforce any provisions of this agreement, the Landlord/Tenant Act, or other statutes, the Landlord shall be entitled to, in addition to costs, reasonable attorney's fees and/or prevailing party fees.

(d) Abandoned Personal Property. At the time of the termination of tenancy, any goods, chattels, motor vehicles, or other property left on the premises shall be considered abandoned property and disposed of as provided by Oregon law.

13. SECURITY DEPOSIT: All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts 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 dwelling unit back to Owner/Agent. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from you at the time the accounting is sent to you. Sending the accounting and/or refunding the deposit does not waive Landlord's rights to pursue charges discovered or finalized after the accounting was sent. If there is a balance due after the security deposit has been applied, the Landlord may seek a judgment through the court. If a judgment is granted, all court fees will be charged to the Tenant. Any security deposit received from any Tenants shall only be refunded when the last Tenant has moved out and terminates the tenancy. Tenants are responsible for inter-tenant agreements regarding the security deposit or fees.

14. REQUEST FOR REASONABLE ACCOMMODATION: All requests for reasonable accommodations as required by the federal or state Fair Housing law, shall be made by the Tenant in writing to the Landlord specifying the request and the nature of the accommodation requested.

15. TERMINATION RIGHTS AND RESPONSIBILITIES:

(a) 144 Hour Notice for Non-Payment. If rent is more than four (4) days past due, the Landlord may issue a 144 hour notice, terminate the rental agreement and take possession according to law.

(b) 72 Hour Notice of Non-Payment. If rent is more than seven (7) days past due, the Landlord may issue a 72 hour notice, terminate the rental agreement and take possession according to law.

(c) 24 Hour Notice. If the Tenant, someone in the Tenant's control, or the Tenant's pet threatens to inflict or actually inflicts personal injury upon the Landlord or other Tenants, inflicts injury upon any person on the premises with the consent of another Tenant or the Landlord, inflicts injury upon another located within the immediate vicinity of the property, intentionally inflicts substantial damage to the premises or commits any act which is outrageous in the extreme, including illegal activity, a 24 hour notice to terminate may be served upon the Tenant.

(d) 30-Day Notice for Cause. Upon any material noncompliance of this agreement, the Landlord may issue a 30 day notice and if the breach is not remedied within 14 days, the rental agreement may be terminated and the Landlord may take possession pursuant to Oregon law.

(e) Falsification on Application or Rental Agreement. Any omission, misstatement or falsification by the Tenant on the application or the rental agreement, may be grounds for termination of tenancy at the option of the Landlord.

(f) Other Means of Termination. Nothing in this agreement shall limit the right of the Tenant or Landlord to terminate this agreement as provided by law.

(g) Severable. If at some future date a portion of this rental agreement should be ruled unenforceable by the courts, it shall only affect that portion of the rental agreement and all other provisions of the rental agreement shall remain in force.

(h) Other Material Non-Compliance. Any interference by a Tenant or guest of a Tenant with management of the property may be considered a material noncompliance and result in the termination of tenancy.

(i) If your rental agreement provides for a fixed term that will expire after the first year of tenancy: The landlord may choose to terminate the tenancy at the end of the fixed term if there are three violations within a 12-month period preceding the end of the fixed term. Correcting the third or subsequent violation is not a defense to termination.