



New Move In
 Transfer
 Renewal
 Month-to-Month Tenancy
 Fixed Term Lease

THIS AGREEMENT is entered on ___/___/___.
 By and between _____ as "Landlord" and _____ as "Resident(s)"
 for the property commonly described as:
 Premises: _____ UNIT# _____
 City: _____ State: _____ Zip: _____ (the "Premises")
 and pursuant to the terms and conditions contained herein. No other person(s) shall occupy the Premises.
 In addition to the Premises, Resident(s) shall be entitled to use:
 garage(s) _____, parking space(s) _____, and/or storage unit(s) _____ (only fill in if applicable; "none" if left blank).

TERM:
 This tenancy shall commence on ___/___/___ . If this Rental Agreement consists of a fixed term lease, then the tenancy shall end on ___/___/___ .

RENT:
 Monthly rent shall be \$ _____ and shall be due and payable on the _____ day of each month (the first day of the month if the previous blank is not filled in. Rent prorated from ___/___/___ to ___/___/___ is \$ _____ and shall be due and payable on ___/___/___ . All rent payments shall be made payable to: _____ and shall be paid at the following location: _____

CHARGES: The following shall constitute a list of all deposits, fees and rent that are charged by the Landlord:

Rent:	
Rent Due at Move-In/Renewal:	\$ _____
Second Rent Payment:	\$ _____
Monthly Stated Rent:	\$ _____
Additional Rent: _____	\$ _____
Additional Rent: _____	\$ _____
Total Monthly Rent:	\$ _____
Deposits:	
Security Deposit:	\$ _____
Animal Deposit:	\$ _____
Execution Deposit:	\$ _____
Last Month's Rent Deposit:	\$ _____
Other Deposit (Describe):	\$ _____
Total Payable Before Move In:	\$ _____

Late Charges:
 If rent is not paid by the end of the 4th day of the rental period, then Resident(s) shall pay a late charge as follows (choose one):
 One time late charge of \$ _____
 Daily late fee is not to exceed 6% of the amount customarily charged for flat late fees in the rental market: \$ _____ per day
 Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof: \$ _____ per 5 days
Fees:
 • Dishonored Check Fee: \$25.00 plus any charges bank imposes on Landlord in the amount of \$ _____
 • Smoke Alarm/Carbon Monoxide Alarm Tampering Fee: \$250.00
 • Late Payment of a Utility: \$ _____ (not to exceed \$50.00)
 • Failure to Clean Pet Waste: \$ _____ (not to exceed \$50.00)
 • Failure to Clean Garbage/Rubbish: \$ _____ (not to exceed \$50.00)
 • Parking Violations. Improper Use of Vehicles: \$ _____ (not to exceed \$50.00)
 • Replacement Cost for each: Garage Remote, Gate Remote, Fitness and/or Pool Key: \$ _____
Early Lease Termination Fee:
 \$ _____ (1.5 times the total monthly rent if left blank. If not applicable, insert "0".)

Utility Payments: The following denotes who shall pay the following utilities ("O" = Owner pays and "T" = Tenant pays):
 _____ Electricity _____ Gas _____ Water _____ Sewer
 _____ Garbage _____ Cable _____ Other: _____
 The Tenant(s) shall pay directly to the landlord the following utilities which are delivered directly to the tenant's dwelling unit: _____
 These utilities are apportioned among the Tenant(s) as follows: _____
 Tenant(s) shall pay the following utilities which benefit the landlord or common areas: _____
 These utilities are apportioned among the Tenant(s) as follows: _____

DISCLOSURES:
 a. Flood Plain: The dwelling unit is is not located within a 100 year flood plain.
 b. Smoking: Landlord's smoking policy is described in the attached Smoking Policy Addendum.
 c. Foreclosure/Default: The Premises are are not subject to a foreclosure or an existing default.
 d. Recycling: Recycling is is not available.

The following are furnished:
 Range Refrigerator Garbage Can/Recycling Bin Blinds/Drapes Washer Dryer Other: _____ Other: _____

SERVICE OF NOTICES: The Landlord's address for service of notices is: _____

Tenant(s) Initials: _____

ADDITIONAL TERMS AND CONDITIONS:

1. **Condition of Premises / Apartment Condition Checklist:** Resident(s) covenants that at the commencement of this Rental Agreement that (a) the Premises are in good, clean, habitable condition and repair, are devoid of any substantial habitability defects, and (b) that Resident(s) have not observed any visible evidence of the presence or infestation of bedbugs, insects or vermin.
2. **Use of Premises:** Resident(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities or appliances on the Premises. Resident(s) shall immediately report any malfunctions to Landlord. Resident(s) shall not store flammable materials. The Premises are to be occupied solely for residential purposes as housing accommodations by _____ (insert number) Resident(s)/occupant(s) only. The Premises shall not be used for business or commercial purposes, and/or for any other purpose whatsoever. Neither Resident(s) nor his/her guests shall change locks, damage, destroy, and/or alter any portion of the premises or common areas. Resident(s) shall not repair any vehicle, and/or maintain or store any inoperable, dismantled, unregistered or unlicensed vehicle, on the premises or common areas. Resident(s) shall not affix, glue, paint, or attach anything on/to any windows or screens. Resident(s) shall pay replacement value for any broken, damaged or missing items. Smoke related damage is not considered ordinary wear and tear.
3. **Quiet Use and Enjoyment / No Interference:** Resident(s) and his/her family, agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other Resident(s), guests and/or invitees of the premises or apartment community. Resident(s) and all other members of Resident(s)'s household and guests shall not (a) interfere with the Landlord's management of the property; and/or (b) verbally or physically threaten, harass, assault, batter, abuse, and/or yell at, scream at, and/or intentionally intimidate, the Landlord, Owner, and/or persons representing and/or assisting the Landlord or Owner, including, without limitation, employees, agents, contractors, subcontractors, repair or maintenance personnel. In addition No noise shall be emitted from the dwelling unit during quiet hours (10:00 pm to 7:00 am).
4. **Rules/Laws:** Resident(s) and all other members of Resident(s)'s household and guests shall comply with all laws and with all rules and regulations now or hereafter promulgated by Landlord.
5. **Smoke and Carbon Monoxide Detectors:** Resident(s) shall test any detector at least once every six months, replace batteries as needed, notify Landlord in writing of any operating stoppages or deficiencies, and shall not remove or tamper with any properly functioning detector or remove working batteries from the same. Resident(s) will keep the detector's case clean and free from dirt, debris, and infestation. Removal of or tampering with a smoke detector and/or carbon monoxide detector will result, without limitation, in a \$250.00 fee and/or a Lease violation notice.
6. **Humidity and Moisture Control.** Resident(s) is responsible for maintaining proper ventilation and preventing conditions that are conducive to mold or mildew growth. Resident(s) shall notify Landlord immediately upon the discovery of any water leaks, standing water, condensation on interior surfaces, high humidity, musty smells, and visible mold anywhere in the Premises.
7. **Carpets:** Landlord or its agent cleaned or shampooed the carpets, if any, using specialized equipment immediately prior to the tenancy and Resident(s) agrees to pay Landlord to have the carpets similarly cleaned or shampooed after Resident(s) vacates the Premises regardless of whether the tenant cleans the carpet before delivery of possession.
8. **Pets:** Resident(s) shall not keep any pet in, on or upon the Premises or any common area without the prior written permission of Landlord, and only after paying to Landlord an additional deposit as required and after complying with any pet policies in effect at that time.
9. **Prohibited Items:** Resident(s) are not permitted to have any aquariums, water beds, pianos, or organs without the written consent of the Owner/Agent.
10. **Guests/Subletting/Assignment:** Any person residing in the Premises for more than _____ days (fourteen if left blank) during any 12 month period shall be deemed an unauthorized occupant, and Resident(s) shall be deemed in breach of this Rental Agreement, unless the Resident(s) first obtain prior permission from the Landlord. Resident(s) shall not sublet or assign all or a portion of the Premises without the prior written consent of Landlord. Any subletting or assignment will not release Resident(s) from liability.
11. **Amenities:** Amenities, including, without limitation, any pools, fitness rooms, clubhouses, hot tubs, spas, business centers, computer rooms, laundry rooms and/or recreational facilities (hereafter, "Amenities") are made available to Resident(s) as a revocable privilege and license, and not as a contractual right.
12. **Safety / Windows:** Landlord makes no representation or warranties that the premises or complex is secure from theft or any other criminal activity. Open and partially open windows present a potential risk of injury or death to all Resident(s), occupants and their guests. Neither window glass, window screens, nor any other portion of windows are intended to support a person's weight or prevent a person from falling from or out of an open window.
13. **Interruptions In Service:** Landlord will not be responsible for damages to any person for any interruption or reduction in utilities, cable, and telephone or services.
14. **Right to Enter:** Landlord may enter the Premises without the consent of the Resident(s) (a) in the case of an emergency; or, (b) pursuant to a court order. Except in the case of an emergency or as otherwise authorized by law, Landlord shall give Resident(s) at least twenty-four (24) hours' notice of intent to enter the Premises in order to inspect the Premises, make necessary or agreed upon repairs, decorations, alterations, or improvements, supply necessary or agreed upon services or exhibit the Premises to prospective or actual purchasers, mortgagees, Resident(s), workmen, or contractors. Resident(s)'s failure to allow Landlord access to the Premises in accordance with the foregoing provisions shall constitute a material breach of this Rental Agreement.
15. **Notices:** (a) All notices required by this rental agreement and/or Oregon law are to be in writing and shall be served personally, by first class mail, or by first class mail and attachment. (b) If served by first class mail and attachment from Landlord to Resident(s), the notice shall be deemed served on the day it is both mailed by first class mail addressed to the Resident(s) at the Premises and attached in a secure manner to the main entrance to that portion of the Premises of which the Resident(s) has possession. (c) If served by first class mail and attachment from Resident(s) to Landlord, the notice shall be deemed served on the day it is both mailed by first class mail addressed to the Landlord at the address on page 1 as Landlord's address for service of notices and attached in a secure manner to the main entrance to the apartment complex's main office, if one exists, and if not, then to the Landlord's address designated on page 1 as Landlord's address for service of notices. If the apartment complex's main office and/or Landlord's address for service of notices is located inside a building, then the Resident(s) shall be entitled to attach the notice to the main entrance to that building. Landlord is authorized to accept notices on behalf of the Owner of the Premises. (d) Resident(s) shall notify the Landlord in writing of any post office box or telephone number used, or to be used, by the Resident(s). In the event this information changes, Resident(s) shall immediately provide updated information to Landlord. (e) The Resident(s) agrees to provide the Landlord with written notice of (i) change of contact address during the tenancy, and (ii) any forwarding address at the time of termination of the tenancy.
16. **Termination:** (a) All Tenancies: Landlord may terminate the tenancy based upon Resident(s)'s failure to pay amounts when due, violations of this Rental Agreement, and for any other legal reason. (b) Leases: If this Rental Agreement consists of a Lease, it shall expire without notice on the natural expiration date. (c) Month-to-Month Tenancies: Either party may terminate a month-to-month tenancy upon 30 day's written notice to the other party. However, after the first year of occupancy, the Landlord may terminate the tenancy by giving the Resident notice in writing not less than 60 days prior to the date designated in the notice for the termination of the tenancy. (d) Nothing contained herein shall prohibit any other valid method or means of termination. Acceptance of a last month's rent deposit shall not constitute a waiver of Landlord's right to terminate for nonpayment of rent.
17. **Absence:** Resident(s) shall notify Landlord of any absence in excess of seven (7) days, no later than the first day of said absence.
18. **Abandonment:** Resident(s) shall not vacate or abandon the Premises unless Resident(s) first served upon Landlord a valid Notice of Termination.
19. **Abandoned Property:** Any personal property left on the Premises after the tenancy has ended, regardless of the basis for termination, shall be deemed abandoned and may be disposed of in accordance with applicable law(s).

Tenant(s) Initials: _____

20. **Security Deposits:** Resident(s) has paid a security deposit, in the amount set forth on page 1, to secure faithful performance of all terms and conditions of the parties' Rental Agreement. The security deposit is not intended, nor shall it be construed, to be applied as rent by Resident(s). Any deposit refund will be made jointly in the name of the Resident(s) of record at the time of termination of tenancy.
21. **Utilities/Service Charge:** Landlord may require Resident(s) to pay for utilities or services provided directly to the Resident(s), and/or charge Resident(s)' their share of the utilities or services provided to any common area.
22. **Late Charges and NSF Fees:** In the event Resident(s) fail to pay rent by the end of the fourth day of the monthly rental period, Resident(s) shall pay a late charge in the amount, and on the date(s), set forth on page 1. If any checks are dishonored by any bank for any reason, then Resident(s) shall pay to Landlord a \$25.00 NSF fee, plus any other fees that any bank charges to Landlord.
23. **Noncompliance Fees:** Landlord may charge Resident(s) those non-compliance fees set forth on page 1 for any of the following acts of noncompliance: (a) failure to pay when due utility or service charges owed to Landlord; (b) failure to properly dispose of pet waste from a part of the Premises and/or common areas other than the dwelling unit; (c) failure to clean up garbage, rubbish and other waste from a part of the Premises other than the dwelling unit; (d) violating any applicable parking rules or regulations; and/or (e) improperly using a vehicle within the Premises and/or common areas.
24. **Early Termination Fee:** If this Rental Agreement consists of a fixed term lease and the early termination fee set forth on page 1 has been left blank, or sets forth a dollar amount, then Landlord shall be entitled to said early termination fee, in addition to all other damages allowed by law, if Resident(s) abandons or relinquishes possession of the dwelling unit during the fixed term without cause. Said early termination fee shall be due and payable to Landlord upon the earlier of Resident(s)'s service upon Landlord of a notice of intent to terminate the tenancy, or the date upon which the Landlord first knew or should have known of Resident(s)'s abandonment or relinquishment of the Premises. In addition to said early termination fee, Resident(s) shall pay to Landlord (a) all rent, fees, and charges owed to Landlord through the date Landlord knew or should have known of Resident(s)'s abandonment or relinquishment of the Premises; (b) an amount sufficient to repair or replace all damage to the Premises and/or common areas exceeding normal wear and tear; (c) an amount equal to any concessions* granted to Resident(s); and (d) interest thereon at the maximum permissible statutory prejudgment interest rate from the date the debt first arose. (*The parties expressly agree that any concessions granted to Resident(s) were granted expressly contingent upon Resident(s) fulfilling the term of the Lease and that, although said concessions may be spread throughout the Lease term, are not fully vested and/or earned unless Resident(s) fulfills the entire term of the Lease. The parties further agree that any concession repayment does not constitute payment of a fee).
25. **Application of Payments:** Parties agree that payments received from Resident(s) during tenancy shall be applied in the following order: (1) first to any amounts due to Landlord for deposits, fees, damages, repairs, utilities, and other non-rent items; (2) second to unpaid rent for prior months; (3) toward the current month's rent; and (4) finally toward late charges.
26. **Rent Increase:** Landlord may increase rent upon 30 days' written notice anytime during a month-to-month tenancy. If the rental agreement is for a fixed term, landlord may increase rent at the expiration of the fixed term upon written notice to the resident not less than 30 days' prior to the expiration of the term or as otherwise provided in this agreement or any addendum thereto.
27. **Attorney Fees:** In the event any suit or action is brought to enforce any terms of this Agreement and/or with regard to the parties' Landlord/Tenant relationship, the prevailing party therein shall be entitled to attorney fees and court costs, including upon any appeal.
28. **Insurance:** Landlord is not liable for any loss or damage to Resident(s)'s, or Resident(s)'s guest's, personal property. Resident(s) shall maintain their own renter's 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.
29. **Enabling Clause:** Landlord and its agents retain control over any common areas of the Premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purposes as that phrase is defined in ORS 164.205(5). Landlord and its agents may exclude any Non-Resident(s) from the premises or common areas.
30. **Nonwaiver:** No waiver by Landlord of the breach of any covenant, condition or term of this Rental Agreement shall be construed as a waiver of any preceding or succeeding breach nor shall the acceptance of rent during any period in which Resident(s) is in default be deemed to be a waiver of such default.
31. **Joint and Several Liability:** All Resident(s) are jointly and severally liable for all rent, and all other amounts due, and for the full performance of all terms and conditions set forth herein, and whether or not in actual possession of the Premises.
32. **Credit Reporting:** Resident(s) are hereby notified that performance as Resident(s) may be reported to credit reporting agencies.
33. **Savings and Severability:** If any clause or provision of this Rental Agreement is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Rental Agreement shall not be affected thereby, and it is also the intention of the parties to this Rental Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
34. **Addendums:** The following Addendums are incorporated herein by reference:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Lead Based Paint Disclosure | <input type="checkbox"/> Smoke/Carbon Monoxide Detector | <input type="checkbox"/> Deposit Refund Checklist | <input type="checkbox"/> Satellite Addendum |
| <input type="checkbox"/> Co-Signer Agreement | <input type="checkbox"/> Move In & Out | <input type="checkbox"/> Parking Agreement | <input type="checkbox"/> Safety Notice |
| <input type="checkbox"/> Pet Addendum | <input type="checkbox"/> Ventilation, Mold & Mildew Addendum | <input type="checkbox"/> Annual Recycling Notice | <input type="checkbox"/> Insurance Addendum |
| <input type="checkbox"/> Smoking Policy Addendum | <input type="checkbox"/> Rules and Regulations | <input type="checkbox"/> Yard Care Addendum | <input type="checkbox"/> Concession Addendum |
| <input type="checkbox"/> Other (Describe _____) | <input type="checkbox"/> Other (Describe _____) | <input type="checkbox"/> Other (Describe _____) | <input type="checkbox"/> Other (Describe _____) |

Entire Agreement: This Rental Agreement, together with all Addendums, constitutes the entire agreement of the parties and shall supercede and replace all prior agreements, representations, and/or warranties. This Agreement has been read in its entirety, and is fully understood, by all parties and may be executed in duplicate or counter parts.

X _____	X _____	X _____
Landlord/Owner/Agent	Tenant	Tenant
Date	Date	Date
	X _____	X _____
	Tenant	Tenant
	Date	Date

Emergency Contact Information: Name and contact information for person to contact in the event of emergency or death of Resident (contact person should be over the age of 18, and must not be an occupant of the Premises): _____

Relationship: _____ Address: _____ Telephone: _____



DEPOSIT TO HOLD

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Resident's Name(s): _____

Address: _____ Unit: _____

City: _____ OREGON, Zip: _____

RENT/DEPOSITS/FEEES

Rent to be \$ _____ per month commencing ____/____/____, payable in advance. Owner/Agent has received the sum of \$ _____, which will be applied to amounts due at move-in. Upon moving in, Applicant will have to pay rent of \$ _____ and deposit of \$ _____.

In Addition, the Owner/Agent may charge the following noncompliance fees:

- Late charge of \$ _____
- Smoke alarm and carbon monoxide alarm tampering fee of \$ _____
- Dishonored check fee of \$ _____
- Early termination of a lease fee of \$ _____
- Late payment of utility fee of \$ _____
- Failure to clean up pet waste, garbage, rubbish or other waste fee of \$ _____
- Parking violation or other improper use of vehicle fee of \$ _____

This will be a month-to-month tenancy unless checked, in which event the tenancy will end on ____/____/____.

AGREEMENT

It is agreed that tenant shall pay balance of moneys due by the date the property is to be occupied, and sign move-in papers and rental contract. It is further agreed that property will be occupied by the following persons.

Owner/Agent is charging this deposit for the purpose of securing the execution of a rental agreement after having approved the application and prior to entering into a rental agreement. If a rental agreement is executed, the owner/agent shall either apply the deposit toward the moneys due under the rental agreement or refund it immediately to the tenant. If a rental agreement is not executed due to a failure by the applicant to comply with this agreement, the owner/agent may retain the deposit. If a rental agreement is not executed due to a failure by the owner/agent to comply with this agreement within four (4) days the owner/agent shall return the deposit to the applicant either at the place of business or by mailing the deposit by First Class mail to the applicant. Proof of timely compliance with this requirement shall include a postmark.

Accepted and agreed to:

_____ Date: _____

Owner/Agent

_____ Date: _____

Applicant

_____ Date: _____

Applicant

MOVE IN & OUT CONDITION REPORT



TENANT NAME(S): _____
 RENTAL ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____

G= GREAT A= ACCEPTABLE F= FAIR P= POOR NA= NOT APPLICABLE

GENERAL ITEMS	IN	OUT	KITCHEN	IN	OUT	ESSENTIAL SERVICES	IN	OUT
Cable/TV Antenna/Dish	_____	_____	Counter Tops	_____	_____	Electricity	_____	_____
Ceilings/Walls	_____	_____	Cupboards	_____	_____	Heating	_____	_____
Doors/Woodwork	_____	_____	Disposal	_____	_____	Hot Water	_____	_____
-Knobs/Locks	_____	_____	Dishwasher	_____	_____	Plumbing	_____	_____
Electrical Outlets/Switches	_____	_____	Refrigerator	_____	_____	Smoke/Carbon MO Detector	_____	_____
Garbage/Recycling Can(s)	_____	_____	-Ice Trays (#)_____	_____	_____	Other_____	_____	_____
Floors	_____	_____	-Shelves/Drawers	_____	_____			
-Carpet/Rugs	_____	_____	Sink	_____	_____			
-Wood/Vinyl	_____	_____	Stove	_____	_____	BATHROOM	IN	OUT
Light Fixtures/Bulbs	_____	_____	-Broiler Pan/Racks (#)_____	_____	_____	Mirror/Medicine Cabinet	_____	_____
Windows/Screens	_____	_____	Other_____	_____	_____	Paper Holder	_____	_____
-Blinds/Window Coverings	_____	_____				Sink/Vanity	_____	_____
-Rods	_____	_____	GARAGE/STORAGE/YARD	IN	OUT	Soap Dish	_____	_____
Other_____	_____	_____	Doors/Locks	_____	_____	Toilet	_____	_____
			Lawn	_____	_____	Towel Bar(s)	_____	_____
LIVING ROOM	IN	OUT	Shrubs	_____	_____	Tub/Shower	_____	_____
Fire Place/Equipment	_____	_____	Other_____	_____	_____	-Shower Rod	_____	_____
						Other_____	_____	_____
(BED) ROOMS/BASEMENT	IN	OUT						
Room Name/Number	_____	_____	IN	OUT	IN	OUT	IN	OUT
Ceilings/Walls	_____	_____	_____	_____	_____	_____	_____	_____
Doors/Woodwork	_____	_____	_____	_____	_____	_____	_____	_____
-Knobs/Locks	_____	_____	_____	_____	_____	_____	_____	_____
Electrical Outlets/Switches	_____	_____	_____	_____	_____	_____	_____	_____
Floor	_____	_____	_____	_____	_____	_____	_____	_____
-Carpet/Rugs	_____	_____	_____	_____	_____	_____	_____	_____
-Wood/Vinyl	_____	_____	_____	_____	_____	_____	_____	_____
Light Fixtures/Bulbs	_____	_____	_____	_____	_____	_____	_____	_____
Windows/Screens	_____	_____	_____	_____	_____	_____	_____	_____
-Blinds/Window Coverings	_____	_____	_____	_____	_____	_____	_____	_____
-Rods	_____	_____	_____	_____	_____	_____	_____	_____

Notes on Move-In Condition: _____

I accept the unit in the above condition. Tenant has 7 days to amend in writing and present to Landlord for signature:

X _____
 Name Date

X _____
 Name Date

X _____
 Name Date

X _____
 Name Date

Notes on Move-Out Condition: _____

I left the unit in the above condition.

X _____
 Name Date

X _____
 Name Date

X _____
 Name Date

X _____
 Name Date

Forwarding Address(es): _____

I agree that all personal property left on the premises may be sold or disposed of by the Landlord without complying with the requirements of ORS 90.425(1) to (25) and (27).

X _____
 Landlord/Owner/Agent Date

X _____
 Name Date

X _____
 Name Date

DEPOSIT REFUND CHECKLIST



TENANT NAME(S): _____ DATE: ___/___/___
 RENTAL ADDRESS: _____ UNIT# _____
 CITY: _____ STATE: _____ ZIP: _____

TENANT HAS PAID THE FOLLOWING DEPOSITS:

Security Deposit (total of all deposits other than Last Month's Rent): \$ _____
 Last Month's Rent Deposit: \$ _____

Tenant(s) Last Month's Rent Deposit will be refunded based solely on whether there is any rent due and owing when the Tenant(s) delivers possession of the dwelling unit to the Landlord.

Tenant(s) Security Deposit will be refunded based on the following criteria at the time the Tenant(s) delivers possession of the dwelling unit to the Landlord:

CLEANING THE FOLLOWING AREAS:

- Appliances
- Walls, Ceiling and Floors
- Carpet:
 - If checked, Tenant(s) should have the carpet professionally cleaned
 - If checked, in accordance with the rental agreement Landlord will have the carpet professionally cleaned and deduct the cost from the Security Deposit
- Window Coverings:
 - Professional cleaning of window covering (required if checked)
- Fixtures
- Windows
- Heating and Ductwork
- Other: _____
- Other: _____

EXTERIOR (check all that apply):

- Cleaning the Premises
- Yard Mowed
- Planters Weeded
- Windows
- Other: _____
- Other: _____

OTHER REQUIREMENTS:

- There should be no damage to the dwelling unit beyond normal wear and tear
- Replace all burnt out light bulbs
- Smoke detectors and carbon monoxide detectors must have working batteries
- Remove all trash, garbage, debris and any other personal property
- Final utilities paid current
- All rent and fees paid current
- There are no other breaches of the rental agreement
- Other: _____

Tenant(s) agrees to provide a forwarding address to the Landlord. If Tenant(s) fails to provide a forwarding address to the Landlord, Tenant(s) is hereby advised that any written accounting or refund will be sent to the rental premises.

X _____ Date Landlord/Owner/Agent
 X _____ Date Tenant
 X _____ Date Tenant



X _____ Date Tenant
 X _____ Date Tenant

207/208_(08/10)

SMOKE / CARBON MONOXIDE DETECTOR ACCEPTANCE



TENANT NAME(S): _____

RENTAL ADDRESS: _____ UNIT# _____

CITY: _____ STATE: _____ ZIP: _____

SMOKE DETECTOR

Tenant(s) hereby acknowledge the presence of _____ smoke detector(s)/alarm(s) in good working order in the dwelling. Tenant(s) has tested all such smoke detectors(s)/alarm(s) to their satisfaction.

SMOKE DETECTOR IS: **HARDWIRED** **BATTERY OPERATED** **HARDWIRED/BATTERY BACKUP**

Removal or tampering with a smoke detector is punishable by fines under Oregon law. In addition, removal or tampering with a smoke detector may be subject to imposition of fees described in your rental agreement.

Tenant(s) are responsible to test the detector/alarm by pushing the test button and using simulated smoke or as recommended by the manufacturer. Testing intervals shall be no more than six months. Tenant shall notify Landlord in writing of any malfunction or operating deficiencies. In battery-powered smoke detector(s)/alarm(s) with removable batteries, tenant(s) shall replace as specified by the manufacturer or any time the low battery warning is sounded.

CARBON MONOXIDE DETECTOR

Tenant(s) acknowledge that they have been advised that the dwelling unit identified above contains a carbon monoxide source or is within a structure the contains a carbon monoxide source.

Tenant(s) hereby acknowledge the presence of _____ carbon monoxide detector(s) in good working order in the dwelling. Tenant(s) has tested all such carbon monoxide detectors(s) to their satisfaction.

Removal or tampering with a carbon monoxide detector may be subject to imposition of fees described in your rental agreement.

Tenant(s) are responsible for testing the carbon monoxide detector by pushing the test button until the alarm sounds. Tenant(s) are advised that it can take up to twenty seconds for the alarm to sound. Testing intervals shall be no more than six months. Tenant shall notify Landlord in writing of any malfunction or operating deficiencies. In battery-powered carbon monoxide detectors with removable batteries, tenant(s) shall replace batteries as specified by the manufacturer or any time the low battery warning is sounded.

X _____ Date X _____ Date X _____ Date
Landlord/Owner/Agent Tenant Tenant

X _____ Date X _____ Date
Tenant Tenant



SAFETY ADDENDUM

DATE _____ PROPERTY NAME / NUMBER _____
 RESIDENT NAME(S) _____
 UNIT _____
 NUMBER _____ STREET ADDRESS _____ and all others _____
 CITY _____ STATE _____ ZIP _____

WARNING!! Many areas of the property may pose dangers to unattended children who may not be aware of the risks. The landlord and its agents can not be responsible for watching and supervising children's activities. Various state and federal laws prohibit the landlord from imposing rules and regulations which discriminate against children. THEREFORE, PARENTS AND THOSE PERSONS HAVING CARE, CUSTODY OR CONTROL OF CHILDREN ARE RESPONSIBLE FOR THE SUPERVISION, SAFETY AND WELL-BEING OF THOSE CHILDREN. Following are some areas that may pose special dangers to children. This list is not meant to cover all possible dangers that may be present.

WINDOWS

- Open windows present a potential risk of harm to children.
- Window screens are intended solely to keep bugs out. They are not intended to support a person's weight or prevent a person from falling from an open window.
- There is a risk of serious injury or death if a person leans against a screen.
- Parents must keep their children from sitting or playing on window sills, and keep windows shut and locked when children are left unattended for child safety.
- Keep furniture and other objects on which a child can climb away from windows.
- Window stops and other devices that restrict a window from opening are not provided by the landlord because of the dangers associated with fire and the ability of occupants to escape. If the tenant desires to use such devices, they must be approved by the landlord before being installed. The tenant accepts full responsibility for the safe use of such devices.
- Do not block windows in any way that would prevent exit in the event of a fire.

USE OF APPLIANCES

- Stoves, ovens and fireplaces can cause burns and start fires if not properly used and attended.
- Hot water can cause burns if not properly used and attended.
- Children can turn on stove burners and ovens. Never place anything on stove burners or in the oven except when actually cooking.
- Never allow anything, except approved plugs, to be placed in electrical sockets.

PARKING LOTS

- Moving vehicles can cause serious injury or death.
- Small children are hard to see around vehicles.
- Riding bicycles, tricycles, skate boards, etc. in the parking areas increases the risk to children because they may not be able to control their movements and are not easily seen.
- Playing in or around vehicles is dangerous.

DUMPSTERS / TRASH COMPACTORS

- Dumpsters can move or fall, causing injury or death.
- Trash or items in the dumpster can fall, causing injury or death.
- Trash in or around the dumpster may contain dangerous items such as broken glass, chemicals, sharp objects.
- Trash compactors include machinery that can cause serious injury or death if improperly used.

EXERCISE EQUIPMENT

- Improper use of exercise equipment can lead to serious injury or death.
- Improper use of exercise equipment can cause serious damage to the equipment.

SWIMMING POOLS, SPAS AND SAUNAS

- State laws limit the use of pools, spas and saunas by children unless supervised. All residents must follow such laws.

WATER

- Any location where water pools more than 1 inch deep poses the risk of drowning.
- Danger can be present with bathtubs, sinks, buckets, fountains, streams, ponds.

BALCONIES, DECKS, SECOND STORY WALKWAYS

- Small children can crawl through railings.
- No one should climb on or over railings.
- Throwing objects off balconies, decks and walkways can cause injury or death to persons below.
- Do not place furniture or other objects on which a child can climb near railings.
- Keep all stairways clear of debris or obstructions.
- Report any damaged or loose railings to management immediately.

PLAY AREAS

- Improper use of play equipment can cause injury or death.
- Any damaged or improperly working play equipment should be reported to management immediately.

RESIDENT _____ DATE _____

RESIDENT _____ DATE _____

RULES & REGULATIONS



TENANT NAME(S): _____ DATE: ___/___/___
 RENTAL ADDRESS: _____ UNIT# _____
 CITY: _____ STATE: _____ ZIP: _____

The following Rules and Regulations have been established to assure the maximum enjoyment of your premises, common areas, and any existing amenities, and constitute a part of your Rental Agreement. The Landlord reserves the right to rescind, add to, or otherwise change the rules and regulations from time to time as Landlord in its discretion deems necessary for the care and cleanliness of the premises and/or common areas, and/or for the safety, comfort and convenience of all Tenants.

GENERAL:

- Tenants and their guests shall neither make nor permit any disturbing noises in their premises or elsewhere on the premises or common areas.
- Tenants are responsible for the actions of their families and guests. Radios, televisions, stereos, musical instruments, appliances, or any other noise producing devices shall not be played, permitted to be played, or used so as to disturb the neighbors, with particular emphasis between the hours of 10:00 pm and 7:00 am.
- Any destruction to the building or landscaping or stealing of any items furnished throughout the common areas is grounds for termination and/or eviction.
- Landlord reserves the right of architectural and aesthetic approval of all areas visible to the public, including patios, balconies and landing areas.
- Vacuum cleaners, dishwashers, disposals, or other noise producing appliances shall not be operated between 10:00 pm and 7:00 am.
- No one shall be permitted on the building roof except in the case of an emergency.
- Waterbeds are not permitted without Landlord's prior written consent.
- Tenant(s) must promptly report to Landlord the malfunction of any appliance or damage to any furnishings or fixtures. The cost of work performed for repair of damage caused by the negligence or misuse of the premises and/or its contents by the Tenant(s) and/or the Tenant(s)'s guests, and/or any abnormal wear to the premises and/or its contents caused by the Tenant(s) and/or Tenant(s)'s guests, will be charged to the Tenant(s).
- Additions, modifications, alteration or painting of the premises, the building or the landscaping is not permitted without written permission.
- Any alteration or replacement of locks must be approved by the Landlord in writing, and any lock that is to be installed and/or utilized in or at the premises must be provided by the Landlord. Dead bolts, patio door locks, and window locks other than the ones you currently have may be obtainable from the landlord. . . . Call us and we'll attempt to find out for you. If Tenant(s) changes any locks without Landlord's consent, Landlord is expressly authorized to remove and replace said lock.
- Only UL approved cords are permitted for electrical appliances or lighting fixtures. Tenant shall not overload the circuit breakers. Tenant shall use the dwelling's primary heat source to heat the dwelling unit.
- Foreign objects shall not be placed in toilets. The Tenant(s) must provide, and utilize when necessary, a toilet plunger.
- Tenants shall not use adhesives, tapes, or molly bolts on walls, doors and cabinets.
- Tenants, occupants, and guests shall not interfere with the Landlord's management of the property. Tenants, occupants and guests shall not verbally or physically threaten, harass, assault, batter, abuse, and/or yell at, scream at, and/or intentionally intimidate, the Landlord, Owner, and/or persons representing and/or assisting the Landlord or Owner, including, without limitation, employees, agents, contractors, subcontractors, repair or maintenance personnel.
- Landlord and Landlord's agents retain control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5). Common areas shall include, without limitation, any locations shared by Tenants, such as laundry rooms, courtyards, hallways between dwellings, building entry ways, and parking lots. This clause may not apply on property where there are no areas commonly shared by multiple Tenants (e.g., most single family detached dwellings).

- Landlord may exclude from the premises or common areas any persons who have been previously evicted from any dwelling unit or garage in the community, and/or who, in Landlord's sole judgment, has been violating the law, violating a Rental Agreement or any rules, or disturbing other Tenants, neighbors, visitors, or Landlord representatives. Landlord may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a Tenant, occupant, or guest of a specific Tenant(s) in the community. If, after notice to Tenant(s), Tenant(s) allows any excluded person to enter, remain in, and/or occupy Tenant(s)'s dwelling unit and/or any garage or storage space, said allowance shall constitute a material breach of the Rental Agreement and shall provide a valid basis for terminating Tenant(s)'s tenancy.

VEHICLES:

- Vehicles which are determined to be abandoned, substantially inoperable, parked in "no parking" areas, left in one spot for more than fourteen days without moving, and/or otherwise parked in violation of the rules and regulations, existing signage, or other applicable laws, will be towed away at the vehicle owner's expense. Do not park on grass, landscaped areas, block ingress or egress, or park in reserved spaces (unless reserved unto you).
- Tenants shall observe "no parking" areas designated by red curbs and/or parking signs. No vehicles of any type will be permitted to be driven or parked on any fire lane at anytime. Vehicles shall not be parked in front of any garbage or recycling containers on any day that garbage or recycling is scheduled to be picked up.
- Vehicle repair, restoration and/or washing is not permitted on the property.
- Parking spaces shall not be used as storage sites for appliances, furniture, auto equipment, etc.
- No oversized vehicles (vehicles larger or wider than a Ford F350 Supercab) shall be parked in the parking lot.
- You are not permitted to keep more than _____ vehicle(s) on or upon the parking areas at any given time without Landlord's prior consent.

BALCONIES, PATIOS AND LANDING AREAS:

- Only outdoor furniture which is specifically designated as being suitable for outdoor use by its manufacturer is permitted on balconies and patios.
- Balconies and patios are not to be treated or used as storage areas. Landlord reserves the right to prohibit storage of personal property on balconies. No personal property shall be suspended from balcony overhangs.
- Tenants shall not sweep, shake dust mops, or throw anything out of the windows, off balconies, or onto patios. Balcony plants must be kept in pots which prevent water from dripping on balconies and patios below.
- Tenants shall not hang laundry, clothing, towels, or bedding on balconies, patios or windowsills.

ACCESS

In the event that the Tenant locks himself/herself out of his/her premises, and seeks assistance from Landlord to regain access, Tenant(s) must provide sufficient identification so as to verify that the Tenant is, in fact, a Tenant of the premises before any door can be unlocked. Landlord, and/or Landlord's agents providing assistance with regaining access to the premises after any such lockout, shall be entitled to charge Tenant(s) for providing assistance in regaining access to the premises.

REFUSE DISPOSAL

- Refuse must be wrapped and deposited in the dumpster or, if applicable, recycling bin(s). Caution must be taken not to put any flammable materials in garbage.
- Refuse may not be left in breezeways, stairwells, or garages/carports.
- No volatile or flammable materials may be disposed of in the dumpster.

TENANT NAME(S): _____ DATE: ___/___/___
 RENTAL ADDRESS: _____ UNIT# _____
 CITY: _____ STATE: _____ ZIP: _____

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- Tenants shall observe "no parking" areas designated by red curbs and/or parking signs. No vehicles of any type will be permitted to be driven or parked on any fire lane at anytime. Vehicles shall not be parked in front of any garbage or recycling containers on any day that garbage or recycling is scheduled to be picked up.
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- Refuse may not be left in breezeways, stairwells, or garages/carports.
- No volatile or flammable materials may be disposed of in the dumpster.

SMOKING POLICY



TENANT NAME(S): _____
 RENTAL ADDRESS: _____ UNIT# _____
 CITY: _____ STATE: _____ ZIP: _____

SMOKING IS: Allowed; Not allowed; Not allowed in the dwelling; Allowed only in designated areas

- This policy is an addendum to the rental agreement. A breach of this policy by tenant(s) is a material breach of the rental agreement and may subject-tenant to termination under ORS 90.392.
- For purposes of this policy, smoking is defined as inhaling, exhaling, breathing, carrying, or disposing of any lighted cigar, cigarette, or other tobacco-product.
- Tenant(s) agree that smoking is only permitted as detailed above and agree to conduct themselves and their guests in a manner consistent with the above limitations. Tenant(s) agree to notify all household members and guests of the above-smoking policy.
- If the policy stated above limits smoking only to designated areas of the property the landlord shall post signs in the common areas of the property restricting smoking to such designated areas.
- Landlord does not warrant the premises will be free of smoke or second-hand smoke, nor does landlord warrant that the air quality in the premises will be different than any other surrounding area as a result of this smoking policy.
- If smoking is allowed only in designated areas, those areas are identified as follows: _____

X _____
 Landlord/Owner/Agent Date

X _____
 Tenant Date

X _____
 Tenant Date



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X _____
 Tenant Date

X _____
 Tenant Date

YARD CARE ADDENDUM



TENANT NAME(S): _____ DATE: ____/____/____
 RENTAL ADDRESS: _____ UNIT# _____
 CITY: _____ STATE: _____ ZIP: _____

1. Landlord shall provide basic yard care throughout the year, including mowing, pruning, and leaf removal as needed at Landlord's discretion. All exterior areas of the premises are considered common areas (including, without limitation, any lawns, garden areas, and avenues for ingress to or egress from the same, including driveways and sidewalks) and Landlord and/or Landlord's agents shall be entitled to enter upon said common areas without prior notice to Tenant(s). In addition, Landlord may enter the premises under the exclusive control of the Tenant(s) not including the dwelling unit for the purpose of maintaining the yard without notice to the Tenant(s) at reasonable times and with reasonable frequency.

OR

2. Tenant(s) shall maintain exclusive control over all exterior portions of the premises and shall be solely responsible for all maintenance of lawns, vegetation and landscaping. Tenant(s) shall maintain the yard in substantially the same condition as the yard was at the commencement of the Rental Agreement, including but not limited to weeding, watering and moving the lawn and any other areas of the yard as necessary to maintain such condition. If this condition is not met landlord may, after notice and an opportunity to cure, hire a landscaping contractor to correct the deficiency at Tenant(s) expense. Tenant(s) agrees to pay such charges in full on demand. If there is a sprinkler system, Tenant(s) agrees to keep the watering schedule as determined by Landlord and in accordance with any local water restrictions.

Other provisions: _____

The following terms and conditions shall apply, regardless of which is checked above:

Tenant(s) shall not damage, destroy, remove, prune, break, or remove any shrubs, plants, trees, lawn or bushes, and/or allow the same to occur. Tenant(s) agrees to pay for any damages caused or allowed by Tenant(s), Tenant(s) guests or invitees.

X _____
 Landlord/Owner/Agent Date

X _____
 Tenant Date

X _____
 Tenant Date



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X _____
 Tenant Date

X _____
 Tenant Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



DATE: _____
TENANT NAME(S): _____
RENTAL ADDRESS: _____ UNIT# _____
CITY: _____ STATE: _____ ZIP: _____

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. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

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

LESSEE'S ACKNOWLEDGMENT (INITIAL)

LESSEE

- Lessee has received copies of all information listed above.
Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

AGENT'S ACKNOWLEDGMENT (INITIAL)

AGENT

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

CERTIFICATE OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

X Lessee Date
X Lessee Date
X Agent Date

X Lessee Date
X Lessee Date
X Lessor Date



VENTILATION, MOLD & MILDEW ADDENDUM



RESIDENT(S): _____

RENTAL ADDRESS: _____ UNIT# _____

CITY: _____ STATE: _____ ZIP: _____

This Addendum is made part of the Rental Agreement dated ___/___/___,

between _____ ("Resident(s)")

and _____ ("Landlord")

for the Premises described above.

MOLD AND MILDEW:

Due to high humidity and/or coastal conditions, dwellings in this area have an increased possibility of developing mold and mildew. Although mold and mildew are found virtually everywhere in our environment (indoors, outdoors, and in both new and old structures), there is conflicting scientific evidence as to the amount of mold and mildew that can lead to adverse health consequences. Nonetheless, appropriate precautions can be taken to minimize mold and mildew accumulation, and the existence of mold and mildew in our environments must be recognized by all Resident(s). Accordingly, by signing this Addendum, Resident(s) acknowledges and agrees to the following terms and conditions.

RESIDENT(S) RESPONSIBILITIES:

Exercising proper ventilation and moisture control precautions will help ensure Resident(s)'s health and comfort. However, Resident(s) shall perform the following tasks, and adhere to the following guidelines, in order to avoid developing excessive moisture, mold or mildew.

AIR CIRCULATION:

- a. Ventilate your home as much as possible when operating your washer/dryer. If the washer/dryer is/are blocked by a door, keep the door open. Periodically check any washer hoses and other pipes and/or plumbing lines so as to ensure that there are no leaks or drips. If a dryer is installed in the Premises, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly. Do not let wet or damp clothes or other cloth materials lie in piles for extended periods of time
- b. Maintain adequate airflow throughout your dwelling. If safe to do so without risk of burglary or unlawful entry, open windows on days when the outdoor weather is dry (i.e. humidity is below 50%). Landlord does not recommend leaving open windows unattended, and Resident(s) assume all risk associated with leaving windows open. If you would like to install window locks, please notify Landlord and obtain written permission first. Do not block or cover any heating, ventilation or air conditioning ducts in your dwelling. Run ceiling fans, if available.
- c. Use the fan in the bathroom, particularly while bathing. Hang shower curtains inside the bathtub when showering or securely close shower doors. Whenever taking a shower or bathing, wipe moisture off the shower walls, shower doors, the bathtub, and the bathtub floor, and hang up your towels and bath mats so they will completely dry out.
- d. Utilize a dehumidifier to extract water from the air.
- e. When cooking, turn on any exhaust fans before you start cooking with open pots or pans.
- f. Do not place furniture or other personal property up against walls. Leave room for air to circulate.

AVOID UNNECESSARY CREATION OF MOISTURE:

- a. Do not keep an excessive number of house plants.
- b. Even if permitted in writing by Landlord, avoid the use of fish tanks.
- c. Do not cook for extended periods of time.
- d. Do not wash or dry clothes for extended periods of time.
- e. Do not bring any personal possessions into the Premises that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows.

REGULARLY CLEAN THE PREMISES:

- a. Clean, vacuum and/or mop kitchens, bathrooms, carpets, floors, and all other portions of the premises on a regular basis so as to avoid the accumulation of dirt and debris. Use household cleaners on hard surfaces. If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, Resident(s) agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. (Utilize mold killing products whenever possible, provided they do not damage the premises.)
- b. Regularly check, clean and wipe the window tracks, casings and sills, and keep these areas free of condensation.
- c. Remove garbage regularly and remove moldy or rotting items promptly from the premises (whether food, wet clothing, or other materials).
- d. Immediately clean up and dry any visible moisture accumulation on floors, windows, walls, ceilings and other surfaces. Be attentive to moisture in the bathroom following a shower or bath; leaks in washing machine hoses and discharge lines; plant watering overflows; steam from open pot cooking; etc. Look for leaks in washing machine hoses and discharge lines.
- e. Wear gloves during cleanup, do not spread the mold, only work in adequately ventilated areas, and do not undertake such cleanup if the same is hazardous to your health, the premises, and/or any personal property or fixtures.

MAINTAIN PROPER TEMPERATURES:

Maintain indoor temperatures between 50 and 80 degrees. If you must use a portable space heater indoors, only use electric space heaters.

NOTIFY LANDLORD OF PROBLEMS:

Immediately report to the Landlord office

- a. any evidence of a water leak or excessive moisture in the Apartment, any storage room, garage or other common area;
- b. any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
- c. any failure or malfunction in the heating, ventilation, air conditioning, or laundry systems in the Apartment; and/or
- d. any inoperable doors or windows. The situation will be evaluated and appropriate action will be taken as necessary.

RESIDENT(S)'S BREACH:

Resident(s) further agrees that Resident(s) shall be responsible for damage to the Premises and Resident(s)'s property as well as injury to Resident(s) and occupants resulting from Resident(s)'s failure to comply with the terms of this Addendum. Resident(s) agrees to defend, indemnify and hold harmless Landlord and Landlord's related parties (past and present subsidiary corporations, affiliates, successors, assigns, officers, directors, Premises managers, agents, attorneys, employees and representatives) from claims, liabilities, losses, damages and expenses.

REMEDATION:

If elevated mold levels may exist at the Premises, Resident(s) agrees to temporarily vacate the Premises to allow for investigation and remediation, to control water intrusion, or allow other repairs to the Premises, if requested by Landlord. Resident(s) agrees to comply with all instructions and requirements necessary to prepare the Premises for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Resident(s)'s responsibility unless the elevated mold growth was the result of Landlord's negligence, intentional wrongdoing or violation of law. Landlord is not responsible for any condition about which Landlord neither knows of nor should have known. Resident(s) agrees to provide Landlord with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, and mold conditions in the Premises as soon as Resident(s) obtains them.

X _____
Landlord/Owner/Agent Date

X _____
Resident Date

X _____
Resident Date



X _____
Resident Date

X _____
Resident Date



TENANT NAME(S): _____
 RENTAL ADDRESS: _____ UNIT# _____
 CITY: _____ STATE: _____ ZIP: _____

DESCRIPTION OF PET(S)

DESCRIPTION

- 1) Type _____ Breed _____ Size _____ Age _____ Weight _____ Color _____ Name _____
 Vaccinations: Yes No License Number: _____
- 2) Type _____ Breed _____ Size _____ Age _____ Weight _____ Color _____ Name _____
 Vaccinations: Yes No License Number: _____
- 3) Type _____ Breed _____ Size _____ Age _____ Weight _____ Color _____ Name _____
 Vaccinations: Yes No License Number: _____

Additional Security Deposit Required: \$ _____

Additional Rent Per Month for Keeping a Pet: \$ _____

AGREEMENT:

Tenant(s) certify that the above pet(s) are the only pet(s) on the premises. Tenant(s) understand that additional pet(s) are not permitted unless the landlord gives tenant(s) written permission. Tenant(s) agree to keep the above-listed pets in the premises subject to the following terms and conditions:

AGREEMENT

- 1) The pet(s) shall be on a leash or otherwise under tenant's control when it is outside the tenant's dwelling unit.
- 2) Tenant(s) shall pick up all pet waste from the premises promptly and agree if they fail to do so they are subject to any fees listed in the rental agreement to clean pet waste.
- 3) Tenant(s) are responsible for the conduct of their pet(s) at all times.
- 4) Tenant(s) are liable for all damages caused by their pet(s).
- 5) Tenant(s) shall pay the additional security deposit listed above and/or in their rental agreement as a condition to keeping the pet(s) listed above.
- 6) Tenant(s) shall not allow their pets to cause any sort of disturbance or injury to the other tenants, guests, landlord or any other persons lawfully on the premises.
- 7) Tenant(s) shall immediately report to landlord any type of damage or injury caused by their pet.
- 8) This agreement is incorporated into and shall become part of the rental agreement executed between the parties. Failure by tenant to comply with any part of this agreement shall constitute a material breach of the rental agreement.
- 9) Kitty litter, gravel and other specialized products are to be disposed of in the garbage and not in the plumbing.
- 10) Other: _____
- 11) Other: _____

X _____
 Landlord/Owner/Agent Date

X _____ X _____
 Tenant Date Tenant Date



X _____ X _____
 Tenant Date Tenant Date