

Month-to-Month Rental Agreement

Checks Payable To:	Carl Moore	Tenant/Applicant #1:						
Agent/Landlord:	Carl " <u>Doug</u> " Moore	Tenant/Applicant #2:						
Address:		Dwelling Unit Address:						
City, State Zip:		Phone No (@ Duplex):						
Phone No:		Occupancy Date	1/1/09					
Cell Phone No.:		Utilities Included in Rent:	Water & Sewer					
Alternate Contact:		Keys Provided:	Door:	3	Mailbox:	1	Garage:	1
Alternate Contact:		Number of Occupants:	Adults:	1	Children:	2	Pets:	1

Summary of Rents, Deposits, Fees, and Charges – See Agreement Details Below			
Monthly Rent:	\$ 850	Charge for each Unreturned Key:	\$ 15
Initial Pro-Rated Rent for Dec/January 2009	925	Charge for Rents received/postmarked after the 4th of each month:	\$ 50
Security Deposit:	\$ 1,350	Charge for each NSF Check Returned:	\$ 35
Non-Refundable Turnover Fee:	\$ 250	Charge for unlocking or assisting a locked out Tenant	\$ 45
Non-Refundable (per) Pet Fee (will call if adding):	\$ 200	Charge for failing to transfer utility billings within 2 business days	\$ 100
Charge (per day) for an on-site unauthorized pet	\$ 25	Hourly Rate for Landlord Labor on damages by Tenant	\$ 45

The undersigned Tenant(s), hereby agree that said tenancy with undersigned Landlord is governed by the regulations and agreements set forth herein and by the laws, rules, regulations and statutes of local, state, and federal governments. This instrument shall constitute the Rental Contract Agreement between us as Tenant(s)/Resident(s) and the Landlord or their Agent. IT IS MUTUALLY AGREED between the Landlord and Tenants as listed above; and as follows:

1. **RENT** – Rents are due and payable on the first day of each month. If the Rent is not paid (postmarked or received in-hand) by the fourth day of the month, a late fee in the amount shown above will be assessed on the 5th day. Tenants are individually, jointly, and severally liable for the rent and other charges. Cash payments are discouraged and accepted only at Landlord’s option. Prorated payments will be based on a 365 day year and charged for each day or partial day that tenant has possession of the unit or related keys. Payments returned by tenants as nonnegotiable may result in the application of a late fee, a NSF fee as listed above, and possibly the requirement that subsequent payments be made by money order or cashier’s check. Landlord prefers not to receive cash and will do so only at Landlord’s discretion. The Rent shall commence on the Occupancy Date shown above and be pro-rated for any partial months through the end of a 30-day move-out notice. **A 30-day move-out notice is required by Oregon statute.** Tenants taking Occupancy on the 20th of the month or thereafter shall pay the Initial Pro-Rated Rent and the 1st full month of Rent in advance of occupancy. The Landlord reserves the right to raise the rent with a 30-day written notice.
2. **ASSIGNMENT OR SUBLETTING:** The tenant agrees only those listed as occupant(s) and children above will occupy the dwelling unit. Any person not named as an occupant (tenant) 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 days and/or nights in a calendar year must have the written permission of the landlord.
3. **INVENTORY** – The unit is rented UNFURNISHED except as noted herein. The unit is fully finished with vinyl in entry, kitchen and baths, carpeting everywhere else, and includes washer/dryer hook-ups only. The unit is furnished with a Range, Refrigerator, Dishwasher, and Drapes and/or Miniblinds. The Tenant(s) have checked this inventory before signing and agree all items are present and in good order. Tenants are held responsible for all damage to furnishings or premises caused by negligence or willful misconduct.
4. **SECURITY DEPOSIT** – Tenant shall pay, on the execution hereof, as a SECURITY DEPOSIT, to secure tenants performance of this rental agreement the sum specified at the top of this Agreement. Within 30 days following termination of this Rental Agreement and delivery of possession to Landlord, the said security deposit will either be (1) refunded in full if there are no itemized claims by Landlord against Security Deposit, or (2) an accounting statement will be submitted to the Tenant by Landlord itemizing claim of Landlord for (a) cost of repairing damages to the premises caused by Tenant beyond ordinary wear and tear, (b) sums required to remedy tenants defaults under this contract including delinquent rentals. The balance of said deposit, if any, shall be paid to the Tenant within said 30 day period. These provisions do not preclude Landlord from recovering other damages to which they may be entitled by law. Security Deposits are non-interest bearing.
5. **RESPONSIBLE PARTIES** – The Tenant(s) agree that if unit is occupied by more than one person, tenants are individually, jointly, or severally liable for the rent and other charges. If one occupant vacates, the remaining occupants must be

rescreened and requalified within 7 calendar days of the change in occupancy. The Security Deposit shall stay with the Dwelling Unit until final termination of all occupants.

6. HOW PAYMENTS ARE APPLIED – After tenancy begins, regardless of how specified by tenant, payments will be applied in the following priority (highest listed first, and so on): 1) deposits, 2) damages or repairs, 3) utilities, 4) fees, 5) rent owed on prior months, 6) rent owed on the current month, 7) then to outstanding late charges.
7. PET FEE – PETS are any animals or their environment capable of inflicting property damage or causing personal injury. The Pet Fee is non-refundable and is specified at the top of this Agreement for the pet(s) listed on the application. No more than two pets are allowed and are subject to the approval of Landlord. The Pet Fee is required for each Pet. Aquariums exceeding 15 gallons also incur a Pet Fee. Birds are to be caged at all times or incur a Pet Fee. Outside of fenced-in areas, dogs are to be on leash.
8. TURNOVER FEE – The Tenant shall pay the sum specified at the top of this Agreement as a turnover fee at the beginning of the term of the Rental Agreement and said fee shall be nonrefundable. This fee is for basic turnover expenses of the Unit upon vacancy and is based on all debris and personal affects having been removed from the Unit before cleaning commences. Excessive required cleaning will be at \$35/hr. The Landlord’s definition of clean shall be the final definition.
9. KEYS –Keys are issued as shown at beginning of agreement and there is a Charge specified above for each key not returned.
10. UTILITIES – The Monthly Rent includes utilities only as shown at top (beginning) of this Agreement. All other Utilities are to be paid for directly by Tenant. Tenants understand their responsibility to establish other service and pay all related charges. Tenants have permission to install Cable TV, a satellite dish, and/or security systems as long as done in a professional manner. Dishes are not to be mounted directly over any living area or on the front side of the roof and use existing cable runs where possible. If a hole is required through the wall anywhere, keep it as low as possible and be sure the hole around the cable penetration is well caulked. Security systems of any kind are permitted, although wireless systems are preferred using good workmanship techniques. Any damages to the dwelling from installation of any of the above systems, is a responsibility on the tenant.
11. SMOKE DETECTORS – Pursuant to ORS 90.320, one or more smoke detectors have been installed in the rental unit as required by law. The smoke detectors are either electrically hardwired with a battery backup feature or have permanently installed 10-year batteries. Tenants may choose to add additional battery operated smoke detectors in bedrooms, for instance, for added protection.
 - (a) Tenant Responsibilities: Pursuant to ORS 90.325, it shall be the responsibility of the tenant to test all smoke detectors at least once every six months and replace batteries, if applicable, as needed. If the smoke detector is electrically hardwired, it is the tenant’s responsibility to maintain electrical service at all times during tenancy.
 - (b) Testing Alarm: Test by pushing the button on the cover. The alarm will sound if all electronic circuitry, horn, and/or battery are working. If no alarm sound is heard, the unit has a defective battery or other failure.
 - (c) Notification of Defective Detector: If upon testing, it is determined that the smoke detector does not function and such malfunction is not corrected by the replacement of a battery, the tenant shall immediately notify the landlord in writing.
 - (d) Hush Feature: Smoke detectors are equipped with a hush feature. If an alarm goes off and it is believed to be a false alarm, perhaps caused by steam or cooking, the alarm sounding may be temporarily stopped by pushing and releasing the designated button. It may take 10 seconds before the alarm stops sounding off. The alarm will then recycle and resound if necessary.
 - (e) Removing or Tampering: It is a VIOLATION OF THE LAW to remove or tamper with a properly functioning smoke detector, including removing working batteries or the nonpayment of electrical service, which may render the smoke detector inoperable. Should the tenant, or anyone under the tenant’s control, cause the smoke detector to be inoperable, the landlord may assess a penalty of \$250 and/or may terminate the rental agreement.
12. LANDLORDS DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT & RELATED HAZARDS: - *This notification applies only to Landlord’s duplexes 1136/1138 SW Fox Ct and 1022/1024 Cherry Park Road in Troutdale, Oregon.* Housing built prior to 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, landlords must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. The Landlord is acknowledging the duplexes mentioned above were built in 1978 and *Landlord has no knowledge of lead-based paint and/or lead-based hazards in the housing.* Tenants moving into any of the above addresses acknowledge by signing this rental agreement, they have received the pamphlet “*Protect Your Family From Lead in Your Home*”.

13. RULES AND REGULATIONS –

- (f) Tenants shall report in writing leaky or defective faucets at once. Expense or damage caused by stopping of waste pipes or overflow from bathtubs and/or toilets as well as any damage to building or furnishings other than ordinary wear-and-tear, must be paid by tenants. Tenants agree to obey all other rules and regulations in effect as established by Landlord in writing from time to time pertaining to this dwelling unit.
- (g) Rents are payable in advance. Final bills must be paid before vacating the premises.
- (h) The Landlord is not responsible for loss or damage to tenants property while on the rental premises.
- (i) The Tenant must maintain in force their own Renter's Insurance including coverage for fire and theft of personal property.
- (j) Tenant(s) agree that Landlord has the right to recover from Tenant(s) any loss caused by fire, vandalism or other acts of misuse by the Tenant(s) or their guests. The Landlord reserves the right to assign such right to Tenant's insurance carrier.

14. ATTORNEY FEES – In the event that Landlord has to bring action to enforce any provisions of this rental agreement he shall be entitled to, in addition to costs, such sums as the court may judge as reasonable attorneys' fees incurred to enforce the provisions of this agreement. However, attorneys' fees shall be awarded to the prevailing party together with costs and necessary disbursements notwithstanding any agreement to the contrary.

15. NOTICES – Tenant(s) will be notified in writing of any change to the Landlord information listed at the top of this Agreement or if they name an Agent to enforce the provisions of this Agreement. All notices required under this Rental Agreement or State Law are to be in writing and served: personally, by First Class mail, or by First Class mail and Attachment. If served by First Class mail and Attachment, a notice from the Landlord to the Resident shall be deemed served on the day and time that it is both mailed by First Class mail to the Tenant at the premises and attached in a secure manner to the front door of the premises of which the Tenant has possession. If served by First Class mail and Attachment, a notice from the Tenant to the Landlord shall be deemed served on the day it is both mailed by First Class mail to the Landlord at the address set forth on the beginning of this Agreement and attached in a secure manner to the front door of the home office of the Landlord: Doug Moore, 493 NW Bryn Mawr Pl., Gresham, OR 97030, unless notified otherwise in writing by Landlord, of a specific new address for receiving notices by attachment. Landlord is authorized to accept notices on behalf of the owner of the premises.

16. SPECIAL CHARGES – Tenant(s) agree to pay a Late Charge as specified at top of this Agreement if rent is not received by the 5th of each month. . Tenant(s) agree to pay a NSF Charge as specified at top of this Agreement for each check returned due to non-sufficient funds (NSF) in their account. Tenant(s) understand and agree that if a check is denied by a bank for non-sufficient funds and results in the Rent being late, they will pay both an NSF Charge and Late Charge as specified herein.

17. TENANT OBLIGATIONS – The Tenant(s) shall:

- (a) Use the premises in a reasonable manner considering the purposes for which they were designed and intended.
- (b) Keep all premises under their control clean, sanitary and free of accumulations of debris, filth, rubbish and garbage.
- (c) Keep all trash/debris containers out of sight from the front of the dwelling unit. Front porches are not to be used for general storage.
- (d) Properly remove from the dwelling unit all ashes, garbage, rubbish and other wastes in a clean and safe manner.
- (e) Use in a reasonable manner all of the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances on the premises.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so.
- (g) Use the premises only as a DEWELLING UNIT and not for any commercial purposes, including child care, w/o written consent of Landlord.
- (h) Use conduct and require others on the premises with consent to use conduct in a manner that will not disturb the neighbor's peaceful enjoyment of the premises.
- (i) Give the Landlord notice of any anticipated absence in excess of 7 days and this notice shall be given no later than the first day of the extended absence. If Tenant willfully fails to give the notice as required in this paragraph and if damages subsequently occur the Landlord shall have the right to recover actual damages from the Tenant.
- (j) Mow and maintain lawn and shrubs no less than a bi-weekly basis during the months of April through October.

- (k) Water and fertilize yard and shrubs as necessary and to reasonably maintain same in the condition as when Tenant first occupies the dwelling unit.
- (l) Not operate, nor allow guests to operate recreational vehicles anywhere on the property.
- (m) Notify Landlord at once if locks fail to operate properly. Locks may not be tampered with or changed without the written consent of Landlord.
- (n) In the event of severe temperature changes, take reasonable preventative measures to **prevent pipes from freezing** including but not limited to maintaining adequate heat, cover any foundation vents, and disconnect **exterior hoses**.
- (o) Not hold Landlord liable for damages of any kind caused by the lack of heat, refrigeration, or other services to the premises 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.
- (p) Not store gasoline, combustibles, or other flammable liquids inside the unit or on the sidewalks, 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. The tenant(s) or guests shall not smoke inside the living unit and preferably not in the garage, but rather on the porch or patio.
- (q) Not have aquariums, water beds, pianos or organs without the written consent of the Landlord.
- (r) Use designated and off-street parking for autos and motorcycles in drivable condition only, 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.

18. ACCESS TO PREMISES – The Landlord may enter the dwelling at any time without the consent of the Tenant in case of an emergency, or when the Tenant has abandoned or surrendered the premises. The Landlord shall also have the right, with consent of Tenant and on 24 hours notice, unless impracticable to do so, to enter the dwelling unit at reasonable times in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, and Tenant shall not unreasonably withhold consent. If Tenant refuses to allow lawful access, Landlord may obtain injunctive relief or may terminate this agreement and in either case recover damages. The Tenant may terminate if Landlord makes unlawful entry, or in an unreasonable manner or makes such repeated demands as to amount of harassment. The Landlord has unrestricted access to the front, sides, and back yard for maintenance or inspection purposes.

19. LANDLORD'S RIGHT TO TERMINATE –

- (a) If the 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) If the 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) If the Tenant, or someone in the Tenant's control, irreparably endangers the health or safety of the Landlord or other tenants or irreparably damages or threatens immediate irreparable damage to the dwelling unit, the Landlord, after 24 hours written notice specifying the causes, may immediately terminate the rental agreement and take possession in the manner provided by law. Except as provided by law, the Landlord may recover damages and obtain injunctive relief for any noncompliance by the Tenant with the rental agreement.
- (d) Landlord may terminate a month-to-month tenancy at any time during the tenancy, with or without cause, upon giving Tenant not less than 30 days prior written notice. The tenancy shall terminate on the date specified.
- (e) Material non-compliance by Tenant with this agreement INCLUDING specifically non-compliance by Tenant with paragraph hereof regarding RULES AND REGULATIONS, materially affecting health and safety, entitles Landlord to terminate this agreement on 30 days written notice specifying the acts or omissions constituting the breach by the Tenant; except where the breach is remediable by repairs or payment of damages and Tenant adequately repairs or remedies before the specified termination date, in which notice was previously given, Landlord may terminate on 10 days written notice specifying the breach and the date of termination.
- (f) Landlord may obtain injunctive relief or damages or both for any non-compliance by Tenant with the terms of this agreement.
- (g) The application is made a part of this rental agreement. Any omission or misstatement by the Tenant on the application or the rental agreement may, at the option of the Landlord, be grounds for termination of tenancy.

19. TENANTS RIGHT TO TERMINATE – Thirty days written notice to terminate must be given as provided by Law. The Tenant may terminate this rental agreement at any time during the tenancy by giving Thirty Days Written Notice prior to the date designated in the notice for the termination of the tenancy. In the event of failure by tenants to give Thirty Days Written Notice of their initial intention to terminate this tenancy, they shall be liable for another term and in the event they shall abandon or attempt to abandon said premises, rental for such additional term, at the option of the Landlord, will become immediately due and payable.
20. ABANDONED PROPERTY – Property of Tenant left on the premises after surrender or abandonment of the premises, or termination of this rental agreement by any means except court order, shall be deemed abandoned. Upon 15 days of notice to Tenant, Landlord shall have the right to store, sell or otherwise dispose of said property as provided by law, unless within said 15 day period, Tenant removes the property or advises Landlord he intends to do so and does so within 15 days after notifying Landlord of his intention to remove. Failure to remove within the periods stated above is conclusive evidence of abandonment.
21. ASSIGNMENT – The Tenant shall not transfer his interest to or in this agreement nor shall Tenant assign or sublet said premises or permit additional persons to occupy the Dwelling Unit without written consent of the Landlord.
22. COURT ACTION – 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 agreement and all other provisions of the Rental Agreement shall remain in force. Nothing in this agreement shall limit the right of the Tenant or Landlord to terminate this agreement as provided by law.
23. OWNER INFORMATION – The Owner is Carl O. Moore of 14020 NE Fremont Ct., Portland, OR 97230. Phone No. is (503) 255-9142. Tenant understands they should work with Landlord listed at top and bottom of this Agmt. on all issues unless otherwise notified by Owner.
24. SPECIAL PROVISIONS/Notes –

TENANTS ACKNOWLEDGE FOLLOWING BY <u>INITIALS HERE</u>	TENANT INITIALS	TENANT INITIALS
Tenant(s) have inspected Dwelling Unit and have found it acceptable and ready for occupancy:		
Tenant(s) have tested smoke detectors and understand their responsibility to maintain same:		
Tenant(s) understand tampering with or disabling a smoke detector may yield a fine of \$250.		
Tenant(s) agree to make changes to TV, Phone, or Electrical outlets only w/written permission:		
Tenant(s) have checked items in Inventory Paragraph above and agree items are in good order:		
Tenant(s) accept and agree premises are safe for reasonable and foreseeable uses:		
Tenant(s) agree to maintain their own Renter's Insurance for fire/theft on all personal property and understand they are not co-insured under, nor have any rights to Owner/Landlord's insurance policies:		

Tenant(s) have agreed to following Addendum(s) made part of this Agreement: _____

I (we) have read & agree to the terms/conditions of this rental agreement and all rules and regulations listed herein.

X _____
 Tenant Date

 Owner or Agent/Landlord Date

Please make Checks Payable and Send them to:
 Carl Moore

X _____
 Tenant Date

Gresham, OR 97030-5264

Original to Landlord / Copy to Tenant(s) (both must sign)

Notes on funds collected at move-in - Landlord Collected on {date} _____, a total of \$ _____, which is applied as \$ _____ for (Prorated) Rent, \$ _____ for a Security Deposit, \$ _____ for Turnover Fee, \$ _____ for Pet Fee (if applicable) and credit of (\$ _____) for previously paid security and/or application fees. At time of move-in, a balance is due of \$ _____, to be collected as follows: _____

Utility Company Information

UTILITIES: It is the *Tenant's responsibility* to apply for utilities in their name and to begin service on or before their move-in date, or the date rent begins, whichever is earlier. There is a charge for failing to transfer utility billings within 2 business days of move-in of \$100, as stated in the rental agreement. Please contact the companies directly regarding service. Remember, in *most* cases, the Owner/Landlord is paying for the water/sewer service so no arrangements are necessary in this case. Below is a list of several Utility Companies for the East Multnomah County area, as well as several agencies you may want to notify about changing your current address:

✓	<i>Type</i>	<i>Primary Utility Company Contacts</i>	<i>Phone Number</i>
	Electric	Portland General Electric (PGE)	(503) 228-6322 (800) 542-8818
	Gas	Northwest Natural Gas	(503) 226-4211 (800) 882-3377
	Garbage	Garbage Hotline (Locator Service)	(503) 844-8400 (503) 846-8609
	Garbage	Garbage Service Hotline (alternative)	(503) 823-7202

✓	<i>Type</i>	<i>Other Company Contacts</i>	<i>Phone Number</i>
	Telephone	Verizon	(800) 483-4000
	Cable TV	Comcast	(888) 824-8264
	Garbage	Gresham Sanitary Service	(503) 665-2424
	Garbage	Rockwood Sanitary	(503) 663-3488
	Garbage	Garbage Hotline (Locator Service)	(503) 844-8400
	Vehicle	Department of Motor Vehicles	(503) 299-9999
	Animal	Multnomah County Animal Control	(503) 667-7387

Other companies or agencies you may wish to notify about change of address include, Social Security Administration, your insurance company regarding auto and personal property insurance, credit card or revolving charge account companies, cellular phone companies, doctors, lawyers, employers, friends, professional certification boards or associations, etc.