



RENTAL AGREEMENT (Page 1)

Dwelling Unit Only

THIS AGREEMENT, entered into on July 31st, 2012

by and between Adam Roberts, landlord or agent (hereinafter "landlord"), and Spicer Matthews, tenant;

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the terms of tenant's covenants hereinafter contained, landlord hereby rents to tenant, and tenant rents from landlord, for use as a residence, those certain premises located at 19717 MT Bachelor Drive, Skit House #1, Unit #209, Bend, OR 97202

☐ for a month-to-month tenancy beginning _____
☒ for a term of 9 years commencing 8/1/12, and ending 8/1/20 (Indicate which)
at a rental of \$ 725.00 per month, payable monthly in advance on the 15th day of each and every month. Rents are payable at the following address: 891 14th Street #2410, Denver, CO, 80202

If rent is not received by the fourth day of the period for which it is due, tenant shall pay a late charge of (check one):
☒ \$ 50.00, as a flat amount; ☐ \$ _____, charged on a per day basis beginning on the fifth day of the period; or ☐ 5% of the amount of the payment for each 5-day period, or portion thereof the payment is late.* Any dishonored check shall be treated as unpaid rent and be subject to the same late charge, plus a \$ _____ special handling fee and must be made good by cash, money order or certified check within 24 hours of notification. In case two or more rent payments are late, landlord reserves the right to require tenant to pay rent by cash or money order only, upon reasonable notice to tenant of such requirement. Furthermore, if rent is not paid when due and tenant fails for any reason to pay rent within 7 days after its due date, landlord may terminate this Agreement in the manner provided by ORS 90.394 and take possession of the premises in the manner provided by ORS 105.105 to 105.168.

It is further mutually agreed between the parties as follows:

1. **Occupancy.** The premises shall be occupied by no more than 1 children and 2 adults, namely Spicer + Carolina Matthews

Any additional or other adult tenants must be approved by landlord in writing.

2. **Use of Premises.** The premises shall be used for dwelling purposes only and not for business, unless written consent is first obtained from landlord.

3. **Tenant Compliance.** Tenant shall not violate any city or county ordinance or state or federal law in or about the premises. Tenant shall comply with the terms of this Agreement, and with any rules and regulations that may be published by landlord in conformance with law or ordinance.

4. **No Assignment.** Tenant shall not sublet the premises, or any part thereof, or assign this Agreement without lessor's written consent.

5. **Landlord's Right of Termination.** If tenant fails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, landlord, at landlord's option and after proper written notice, may terminate this tenancy.

6. **Tenant to Keep Premises Clean.** Tenant shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to landlord in as good condition as when received, ordinary wear and tear and damage by the elements excepted.

7. **Landlord's Right of Entry.** To permit landlord at any and all reasonable times, upon 24 hours' notice to tenant, to enter and go upon the premises for the purpose of examining their condition, or to make such repairs and alterations as landlord shall deem necessary or to show the leased premises to prospective purchasers, mortgagees, tenants, workers or contractors, provided always that in case of emergency landlord may enter the premises without notice.**

8. **Locks and Keys.** There shall be working locks on all outside doors, and landlord shall provide tenant with keys for same at the beginning of the tenancy. Tenant must return keys at termination of the tenancy.

9. **Responsibility to Maintain Grounds.** ☒ Tenant ☐ Landlord (indicate which) shall properly cultivate, care for and adequately water the lawn, shrubbery and grounds.

10. **Landlord's Obligations.** Landlord shall supply electric wiring, plumbing facilities which produce hot and cold running, safe drinking water and adequate heating facilities.

11. **Payment of Utilities.** Tenant shall pay for all natural gas, electricity, and telephone service. All other services will be paid for by landlord or tenant as follows:

	Water	Sewer	Garbage Service***		
Tenant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. **Smoke and Carbon Monoxide Alarm Disclosure.** A Smoke and Carbon Monoxide Alarm Disclosure (S-N Form No. 534) is provided herewith and made a part hereof.

13. **Tenant Damage.** Tenant agrees to assume all liability for, and to hold landlord harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of tenant or tenant's invitees or guests, in or upon any part of the premises, and to be responsible for any damage or breakage to tenant's equipment, fixtures or appliances therein or thereon, not caused by landlord's misconduct or willful neglect.

14. **Waiver of Rights.** Nothing herein shall be construed as waiving any of the rights provided by law of either party hereto.

15. **Attorney Fees and Court Costs.** In the event any suit or action is brought to collect rents or to enforce any provision of this Agreement or to repossess the premises, reasonable attorney fees, costs and disbursements may be awarded to the prevailing party in both trial and appellate courts.

16. **Landlord's 24-Hour Notice.** The landlord, after at least 24 hours' written notice specifying the acts and omissions constituting the cause and specifying the date and time of termination, may (immediately) terminate this Agreement and take possession in the manner provided by ORS 105.105 to 105.168, if (a) tenant, someone in tenant's control or tenant's pet seriously threatens to inflict substantial personal injury, or inflicts any substantial personal injury, upon a person on the premises other than the tenant; (b) tenant or someone in tenant's control recklessly endangers a person on the premises other than tenant by creating a serious risk of substantial personal injury; (c) tenant, someone in tenant's control or tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises; (d) tenant or someone in tenant's control intentionally inflicts any substantial damage to the premises or the tenant's pet inflicts substantial damage to the premises on more than one occasion; (e) tenant intentionally provided substantial false information on the application for the tenancy within the past year; the false information was with regard to a criminal conviction of tenant that would have been material to landlord's acceptance of the application; and landlord terminates the rental agreement within 30 days after discovering the falsity of the information; or (f) tenant or someone in tenant's control or tenant's pet commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises.

* Charge no more than permitted by ORS 90.260.

** Thereafter, comply with ORS 90.322.

*** See ORS 90.320; however, some municipalities (e.g., the City of Portland) require landlords to subscribe to and pay for garbage service.

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17. Unauthorized Person. If an unauthorized person is in possession of the premises, after at least 24 hours' written notice specifying the cause and the date and time by which the person must vacate, landlord may take possession as provided in ORS 105.105 to 105.168 if tenant has vacated the premises, the rental agreement prohibits subleasing or allowing another person to occupy the premises without the written permission of landlord, and landlord has not knowingly accepted rent from the person in possession of the premises.

18. Parking. ☐ (Check if applicable.) Parking is provided on the rented premises. If the premises is larger than a duplex, a Parking Addendum (S-N Form No. 542) is provided herewith and made a part hereof.

19. Undriveable Vehicles and Car Repair. Tenant shall not allow any undriveable vehicle to remain on the premises for more than 24 hours. No car repairs are to be made on the premises, including minor maintenance such as an oil change.

20. Tenant's Extended Absence. Tenant agrees to notify landlord of tenant's anticipated extended absence from the premises in excess of 7 days, no later than the first day of the extended absence.

21. Abandoned Personal Property. Upon termination of this Agreement or the surrender or abandonment of the premises, and it reasonably appearing to landlord that tenant has left property upon the premises with no intention of asserting further claim to such property or the premises or if tenant has been continuously absent for 7 days after termination of the tenancy by an unexecuted court order, or if landlord elects to remove such property, landlord may give tenant notice in accordance with ORS 90.425 that the property is considered abandoned and unless the property is removed from the premises or place of safekeeping by a date specified in the notice, the property will be sold or otherwise disposed of and the proceeds of sale, if any, applied as provided by law.

22. Addresses for Service. The owner (or agent for service) is Adam Roberts
Address 891 14th Street, #2410, Denver, CO, 80202 Phone 303-513-0334

The manager is Adam Roberts
Address same as above Phone same as above

23. Written Notices. Written notices may be served personally, by first class mail, or by mailing and posting as set forth herein.

24. Service of Notice on Tenant by Mail and Attachment. If landlord chooses to serve a written notice on tenant by mail and attachment, such service is deemed served on the day that it is both mailed by first class mail to tenant at the premises and also attached securely to the main entrance of that portion of the premises of which tenant has possession and/or has leased hereby.

25. Service of Notice on Landlord. A written notice from tenant to landlord is deemed served on the day it is both mailed by first class mail to the above owner/agent (see 22) and also attached securely to the following location _____

26. Holding Over. Any holding over by tenant after the expiration of this Agreement or any extension thereof, shall be as a tenancy at will. ****

27. Termination of Month-to-Month Tenancy. If this is a month-to-month tenancy, tenant may terminate at any time by giving landlord 30 days' notice in writing prior to the date designated in the termination notice, whereupon the tenancy shall terminate on the date designated. During the first year of the tenancy, the landlord may terminate at any time by giving tenant 30 days' notice in writing prior to the date designated in the termination notice; thereafter, landlord may terminate without cause by giving tenant 60 days' notice in writing prior to the date designated in the termination notice, as outlined in ORS 90.427.

28. Security Deposit. Landlord requires a security deposit in the amount of \$ 0. If a deposit to secure the execution of this Agreement was required, a Receipt for Deposit to Secure Execution of Rental Agreement and Schedule of Rent, Deposits and Fees (S-N Form No. 578) was previously provided to tenant, and is made a part hereof.

29. Pets. If pets are allowed, a Pet or Aid Animal Addendum (S-N Form No. 535) is provided herewith and made a part hereof.

30. Smoking Policy Disclosure. A Smoking Policy Disclosure (S-N Form No. 541) is provided herewith and made a part hereof.

31. Flood Plain Disclosure. The premises ☐ is ☐ is not (indicate which) located in a 100-year flood plain.

32. Failure to Require Performance. Failure by landlord at any time to require performance by tenant of any provision hereof shall in no way affect landlord's right hereunder to enforce the same, nor shall any waiver by landlord of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

33. Personal Property. The following personal property is included and to be left upon the premises when tenancy is terminated: _____

34. Lead-Based Paint. If the premises were constructed prior to 1978, Landlord's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (S-N Form No. 504) is provided to tenant herewith.

35. Time/Essence. Time is of the essence of this Agreement.

36. Singular/Plural. The words *landlord* and *tenant* shall include the plural as well as the singular.

37. Purchase Option. ☐ (Check if applicable.) Landlord and tenant have entered into an Option for Purchase of Real Estate (S-N Form No. 14). Until the exercise of such option, this Agreement remains the effective contract between the parties, and tenant shall not make alterations or repairs to any portion of the premises except as may be permitted or required by this Agreement, or by additional written agreement between the parties.

38. Additional Provisions. _____

TENANT FURTHER AGREES: 1. That tenant has personally inspected the premises and finds it satisfactory at the time of execution of this Agreement; 2. That tenant has read this Agreement and any attachments, and all the stipulations contained in them; 3. That no promises have been made to tenant except as contained in this Agreement; and 4. To comply with all obligations imposed upon tenant pursuant to ORS 90.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above. Tenant acknowledges receipt of a copy of this Agreement.

LANDLORD OR AGENT

Spicer T. Matthews

TENANT

*** See ORS 90.155.

PUBLISHER'S NOTE: Certain additional forms may be required. If landlord charges a deposit to secure execution of the Rental Agreement, S-N Form No. 578 - Receipt for Deposit to Secure Execution of Rental Agreement and Schedule of Rent, Deposits and Fees must be provided to applicant at the time the deposit is collected. If landlord screens tenant credit and history, S-N Form Nos. 533 - Screening Charge Disclosure and Receipt and 540 - Notice of Action on Application for Tenancy must be provided to tenant. S-N Form Nos. 534 - Smoke and Carbon Monoxide Alarm Disclosure and 541 - Smoking Policy Disclosure must be provided to tenant at the time the Rental Agreement is executed. In certain circumstances, S-N Form Nos. 504 - Landlord's Disclosure of Information on Lead-Based Paint and/or Lead Based-Paint Hazards, 542 - Parking Addendum and 2008 - Protect Your Family from Lead in your Home are required. Also, S-N Form Nos. 526 - Dwelling Unit Condition Checklist, 535 - Pet or Aid Animal Addendum and 1167 - Tenant's Rental Application may be useful. For other forms pertaining to landlord and tenant relationships, see the Stevens-Ness Legal Forms and Products Catalog or visit the Web site at www.stevensness.com.

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