

OREGON **RENTAL AGREEMENT**



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TERMS AND CONDITIONS

1. RENTS: Unless another date is set forth above, all monthly charges are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the 4th day of the rental period a late fee in the amount stated on this Rental Agreement will be imposed and become due on the 5th day of the rental period and Owner/Agent may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior Owner/Agent approval. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future rent payments by certified check or money order. If the tenancy is a month-to-month tenancy, Owner/Agent may not increase rents during the first year after the tenancy begins, and may increase rents at any time after the first year of the tenancy by giving Resident at least 90 days prior written notice of the effective date of the rent increase. The notice will specify the amount of the rent increase, the amount of the new rent and the date on which the increase becomes effective. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by Owner/Agent,

- which method will be consistently applied throughout the rental term: a) a 360-day year composed of twelve months of 30 days each; b) a 365-day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365-day year.
- 2. NONPAYMENT OF RENT OR OTHER AMOUNTS DUE: If rent is not paid when due, Owner/Agent may issue a 144-hour notice of nonpayment of rent on or after the 5th day of the rental period or a 72-hour notice of nonpayment of rent on or after the 8th day of the rental period. Failure of Resident to timely pay any other amounts due Owner/Agent is a material noncompliance with this Rental Agreement.
- 3. APPLICATION OF PAYMENTS: Except as set forth below, all payments made by Resident to Owner/ Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/ Agent as follows: first to any outstanding rent from prior periods; second, rent for the current rental period; third, utility or service charges; fourth, to late rent payment charges; and finally, to any other fees, charges, damage claims or other claims owed by Resident. Owner/Agent may not deduct a previously imposed late charge from a current or subsequent rental period rent payment, thereby making that rent

- payment delinquent for imposition of a new or additional late charge or for termination of the tenancy for nonpayment of rent. Owner/Agent may not deduct a noncompliance fee from a rent payment.
- EARLY TERMINATION OF LEASE: If the early termination box is checked on page 1 of this Rental Agreement, upon any failure of Resident to occupy the unit for the full term, for any reason other than as provided in ORS 90.453(2), 90.472 or 90.475, Owner/ Agent may charge Resident, all of the following: a) all rent, unpaid fees and other non-rent charges accrued prior to the date that Owner/Agent knew or reasonably should have known of the abandonment or relinquishment of the unit; b) all damages relating to the condition of the unit; c) an early termination fee in the amount set forth on the front of this Rental Agreement, which amount may not exceed one and one-half month's stated rent; and d) interest on the above amounts at the statutory rate from the date each was due. The early termination fee is due on the earlier of the date Resident gives notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this Rental Agreement. If the early termination box is not checked, or if Resident has not given Owner/Agent at least 30 days written notice of intent to terminate and paid rent through the termination date. Owner/Agent may elect to recover from Resident, instead of the above amounts, all actual

damages resulting from the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rented and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement; damages related to the condition of the unit, and interest on all amounts at the statutory rate.

- 5. TERMINATION OF MONTH-TO-MONTH TENANCY:
 A 30-day written notice to terminate will be required for Resident to terminate a month-to-month tenancy.
 Any termination notice from Resident may not be revoked without Owner/Agent's written consent.
 Owner/Agent must give at least 30* days' written notice to terminate a month-to-month tenancy during the first year of the occupancy. Except as otherwise provided by law, after the first year of occupancy at least 60* days' written notice will be required. First year of the occupancy includes all periods in which any of the Residents has resided in the unit for one year or less. If Resident fails to vacate at the end of any termination notice, Resident will be liable for Owner/Agent's actual damages.
 - *In certain local jurisdictions, the minimum notice period for Owner/Agent to terminate using an end of tenancy notice is longer.
- 6. CONVÉRSION OF FIXED-TERM TENANCY: If the Automatic Expiration box in the Tenancy section on page one of this Rental Agreement is not checked, a fixed-term tenancy will automatically convert to a month-to-month tenancy unless the parties agree on a new fixed term prior to the end of the existing fixed term or either party has properly terminated the tenancy by giving at least 30° days' written notice prior to the end of the fixed term, or 60° days by the Owner/ Agent if such termination is after the first year of occupancy.

*In certain local jurisdictions, the minimum notice period for Owner/Agent to terminate using an end of tenancy notice is longer.

- 7. PETS, WATERBEDS AND MUSICAL INSTRU-MENTS: No cats, dogs or other pets capable of causing damage to persons or property are allowed on the Premises (either visiting or living there) without a signed pet agreement, payment of any deposit, and providing insurance, as required by Owner/Agent. Resident will be responsible for and indemnify Owner/Agent against any and all damage or injuries caused by his/her or visiting pet(s). Waterbeds and/or aquariums are permissible only with proper insurance and written approval by Owner/Agent. Musical instruments are not allowed without the prior written consent of Owner/Agent.
- OCCUPANTS: The unit will be used only for housing persons listed on this Rental Agreement. Additional Residents must be approved by Owner/Agent and are subject to full screening procedures. Persons other than those specifically listed on this Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the rental unit" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify Owner/Agent in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Owner/ Agent identifying any person not identified on this Rental Agreement and staying in the rental unit for more than 10 consecutive days, or 20 nonconsecutive days in any 12-month period, and shall state whether such person is contributing to the income of Resident and to what extent. Owner/Agent may require any person listed on page 1 as an "Other Occupant," upon reaching the age of 18, to submit an application and screening charge to Owner/Agent, be screened and if the person meets all current screening criteria, be added to this Rental Agreement as a Resident. Failure to submit an application and screening charge within 10 days of Owner/Agent's request, failure to meet the screening criteria, or failure to execute documents to be added as a Resident within 10 days of a successful screening, will be a material violation of this Rental Agreement.
- SUBLETTING: Transfer of any interest in this Rental Agreement or subletting the Premises, or any part,

- is not permitted. Subletting means allowing anyone to stay in your unit for consideration, including but not limited to nightly or short-term rentals.
- 10. CARE OF PREMISES: Resident agrees to keep all areas of the Premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Resident shall take particular caution regarding the use of cigarettes, if allowed, and other fire hazards. Resident shall not store flammable or hazardous materials. Resident will not store personal property in a manner or in amounts which: increase the risk of fire; impedes proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the unit or danger for Resident or neighbors living on the Premises. Resident is responsible for all damages to furnishings or Premises caused by his/her regligence, or beyond normal wear and tear. Damage from any type of smoke will never be considered normal wear and tear. Resident shall report leaky or defective faucets at once. Resident must pay for anv and all expense due to damage to the building or furnishings, other than ordinary wear and tear, including but not limited to damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins. Resident is responsible for replacing lightbulbs and batteries which need replacement during the
- 11. BARBÉCUES/FIRE PITS: Resident must fully comply with all applicable codes and regulations related to the use of barbecues. In many areas, fire codes prohibit the use of either charcoal or propane barbecues on apartment balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. The only exception is the use of electric-style barbecues or the small hibachi-style barbecues that utilize one-pound propane cylinders. These may be allowed when kept well away from combustible building surfaces and unplugged or with cylinder removed (as applicable) when not in use. Fire pits, pellet cookers/stoves and smokers of any kind are prohibited.
- 12. USE OF AND CHANGES TO PREMISES: Resident will: (a) use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances on the Premises in a reasonable manner; (b) immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible; (c) make no changes or additions to the Premises of any nature; (d) not install or attach anything on the walls, ceilings or in the windows that will cause damage to the unit without the prior written consent of Owner/Agent; (e) not hang anything on or tamper with any fire safety system; (f) not engage in any conduct that violates any applicable laws; (g) not remove, obstruct or tamper with a sprinkler head used for fire suppression. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's satellite dish policy and applicable law.
- 13. DAMAGE: Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.
- 14. SECURITY DEPOSITS: All refundable deposits, however designated, may be used by Owner/Agent to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the dwelling unit back to Owner/Agent. If any portion of the deposit is used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time and in the manner required by law. Any deficiency will be due from Resident at the time the accounting is sent to Resident. Any amounts not paid by Resident within 31 days of the due date will incur interest at 1% per month. Sending the accounting and/or refunding any deposit does not waive the Owner/Agent's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple Residents shall be refunded: (a) only when the last Resident vacates the unit and Residents, unless agreed otherwise by all Residents and Owner/Agent in writing; and (c) mailed to any single forwarding address supplied by Resident (if no forwarding address is supplied, it will be mailed to the Premises). Other than a security deposit final

- accounting which must be delivered as required by law, Resident authorizes Owner/Agent to send communications about past due amounts to any email, mobile phone or other electronic method listed on the front of this Rental Agreement. Security deposits may be deposited into an interest-bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to any agreement between Owner and Agent. No interest will be paid to Resident on security deposits. If the Owner is specified on page 1 of this Rental Agreement as the party who will hold refundable security deposits, all deposits received by the Agent will be deposited by Agent into a trust account as required by Oregon law. Agent will then forward the deposits to the Owner of the property, who will manage the deposits pursuant to Oregon law. If the Owner will look solely to the Owner, and not Agent, for any refund due.
- NON-COMPLIANCE FEES: Owner/Agent may charge a fee for a second noncompliance or for a subsequent noncompliance with written rules or policies that describe the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one year after a written warning notice. Except as provided below, the fee may not exceed \$50 for the second noncompliance within one year after the warning notice for the same or a similar noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third or subsequent noncompliance within one year after the warning notice for the same or a similar noncompliance. Owner/Agent may charge a fee for occurrences of noncompliance with written rules or policies for the following types of noncompliance: (A) The late payment of a utility or service charge that the tenant owes the landlord (date of payment must be specified in the utility bill and must not be less than 30 days after delivery of the bill); (B) Failure to clean up pet waste from a part of the Premises other than the dwelling unit; (C) Failure to clean up the waste of a service animal or a companion animal from a part of the Premises other than the dwelling unit; (D) Failure to clean up garbage, rubbish and other waste from a part of the Premises other than the dwelling unit; (E) Parking violations; (F) The improper use of vehicles within the Premises; (G) Smoking in a clearly designated nonsmoking unit or area of the Premises; and (H) Keeping on the Premises an unauthorized pet capable of causing damage to persons or property. The fee for a second or subsequent noncompliance with subsections (G) or (H) may not exceed \$250 and cannot be assessed before 24 hours for subsection (G) and 48 hours for subsection (H) after the required warning to Resident.
- 16. JOINT RESPONSIBILITY: Each Resident is jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the dwelling unit or common area by Resident, any Resident or Occupant of the same unit or his/her guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with Owner/Agent. Any valid termination notice received from any one Resident may be considered by Owner/Agent a termination notice from all Residents. Any Resident not giving the notice who desires to remain in the Premises may be required to submit updated financial information and requalify under Owner/Agent's then-current criteria.
- 17. ACCESS: Resident agrees not to unreasonably withhold consent to Owner/Agent to enter the unit in order to inspect the Premises (including taking pictures to document the condition of the Premises), make necessary or agreed repairs, decorations, alterations, or improvements or to show the unit to prospective buyers or residents. Owner/Agent may enter the unit without consent in an emergency or at any reasonable time with 24 hours' actual notice or after receipt of Resident's written request for maintenance. If Owner/Agent is obligated to maintain the yard, Owner/Agent, or its contractors, may enter the yard (but not the dwelling unit) without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
- **18. ABSENCE:** Resident agrees to notify Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
- 19. LEGAL ACTION: In the event Owner/Agent has to bring an action to enforce any provisions of this Rental Agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees at trial and upon any appeal.

- 20. LOCKS: Doors of Resident's unit should be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Resident. Resident shall not change the locks without Owner/Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed. Owner/Agent is not required to provide lockout services.
- 21. RENTER'S INSURANCE: If renter's insurance is required by this Rental Agreement, the Resident, or all Residents as a group if there are multiple Residents, will obtain and maintain insurance with liability coverages of at least the minimum amount listed. If there are multiple Residents, all must be named insureds on the policy, or at the Residents' option, they may each obtain a policy with limits in the minimum amount listed. Oregon law provides that no insurance may be required if: a) the household income of all of the Residents in the Unit is equal to or less than 50 percent of the area median income, adjusted for family size as measured up to a five-person family; or b) if the dwelling unit has been subsidized with public funds, not including housing choice vouchers. Resident will supply Owner/Agent with evidence of renter's insurance prior to occupying the unit. Resident must name Owner/Agent as an interested party on Resident's renter's liability insurance policy authorizing the insurer to notify Owner/Agent of: (A) cancellation or nonrenewal of the policy; (B) reduction of policy coverage; or (C) removal of Owner/Agent as an interested party. Owner/Agent may require documentation that: (a) Resident has named Owner/Agent as an interested party on Resident's renter's liability insurance policy; or (b) that Resident's liability insurance is in effect on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Owner/Agent reasonably believes that Resident fails to maintain the renter's liability insurance. Failure to maintain such insurance in full force will be considered a material non-compliance with this Rental Agreement. Owner/Agent may require that Resident obtain or maintain renter's liability insurance only if Owner/Agent obtains and maintains comparable liability insurance and provides documentation to any Resident who requests the docu-mentation, orally or in writing. Owner/Agent may provide documentation to Resident in person, by mail or by posting in a common area or office. The documentation may consist of a current certificate of coverage. If insurance is not required by this Rental Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/ Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property.
- 22. CONDUCT: The dwelling unit is to be used only as a dwelling. The dwelling unit may not be used for the conduct of any commercial activity that involves customers or clients coming to the unit (including but not limited to day care) or the delivery or storage of inventory or equipment. Each Resident is responsible for his/her own conduct, as well as that of the other Residents in the unit and their guests. Noisy or other conduct that disturbs the quiet enjoyment of any other resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. the level and/or type of noise emitted from the unit may not exceed what is normal and customary for similar housing. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by Owner/Agent. The use, possession, manufacture, or distribution of illegal substances, as defined in either federal or state law, either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the Premises who has been excluded from the common areas by Owner/Agent; or b) stay in his/her unit, as defined in section 8 above, who has had his/her Rental Agreement terminated by Owner/Agent. No one will engage in conduct that endangers themselves or others. No one will enter or use any areas of the property that are not intended for use by residents such as roofs, attics, crawl spaces, maintenance shops, etc.
- 23. INTERFERENCE WITH MANAGEMENT: Resident and Resident's guests, invitees, occupants, or persons under Resident's control shall not interfere with management of the Premises. For purposes of this

- section, interference with management includes but is not limited to verbal harassment (e.g. screaming, yelling, swearing, or using profane or offensive words), written harassment (e.g. cyberbullying, sending mail or emails with profane or offensive words or posting untrue statements on-site or on-line), and physical harassment (e.g. assaulting, battering, intimidating, threatening physical harm, or preventing work to be performed) of the Owner/Agent, including any employees or agents thereof, or of prospective residents.
- 24. UTILITY BILL-BACK: For any utility "paid for/provided by" Resident as indicated above that is billed directly to Owner/Agent, Owner/Agent may require Resident to pay/reimburse Owner/Agent for said charges for a utility or service provided directly, or for a public service provided indirectly, to the Resident's dwelling unit or to a common area available to the Resident as part of the tenancy. The manner in which the charge is allocated among the Residents is subject to Owner/Agent's sole discretion and is subject to change without notice provided that the annual amount charged to all Residents may not exceed the annual amount Owner/Agent pays for said utilities/ services. If not provided herein or in the Utility Bill-Back Addendum, Owner/Agent shall provide an explanation of the manner in which charges are allocated among Residents in the bill each month.
- 25. MALFUNCTIONS: Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident shall not tamper with the heating system, plumbing system, appliances, locks, doors, light fixtures, smoke alarms or carbon monoxide alarms.
- 26. RESIDENT LOSSES: Owner/Agent shall not be 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 Owner/Agent. Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act.
- 27. CO-SIGNER: If the obligations under this Rental Agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this Rental Agreement.
- 28. COMMUNITY RULES: Unless Owner/Agent has custom rules and regulations for the property, the rules and regulations contained in Multifamily NW form M132 (Community Rules & Regulations) apply and are incorporated by reference herein.
- 29. WRITTEN NOTICES: All notices required under this Rental Agreement or state law to be in writing shall be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from Owner/Agent to Resident shall be deemed served on the day and at the time it is both mailed by first class mail to Resident at the Premises and attached in a secure manner to the main entrance of that portion of the Premises of which Resident has possession. If served by first class mail and attachment, a notice from Resident to Owner/Agent shall be deemed served on the day one copy is mailed by first class mail to Owner/Agent at the mailing address set forth on page one of this Rental Agreement and a second copy attached in a secure manner to the "Owner/Agent's Designated Location for Attached Notices" identified on page one of this Rental Agreement. If the Owner/Agent's Designated Location for Attached Notices is located inside a secured building, the notice should be attached to the main entrance of such building. Agent is authorized to accept notices on behalf of Owner.
- 30. ACTUAL NOTICE: Whenever state law requires actual notice, such notice may be served by one or more of the following methods: (a) verbally to Owner/ Agent or Resident or by leaving a message on Owner/ Agent's or Resident's answering machine or voicemail system; (b) written notice that is personally delivered to Owner/Agent or Resident, left at Owner/Agent's rental office, sent by facsimile to Owner/Agent's residence or rental office or to Resident's dwelling unit, or attached in a secure manner to the main entrance of Owner/Agent's residence or Resident's dwelling unit; (c) written notice that is delivered by first class mail to Owner/Agent or Resident, which notice shall be considered served three days after the date the notice was mailed; or (d) written notice electronically delivered to any email address, mobile phone number or other electronic method listed on the front of this Agreement or specified by either party in writing from time to time. Resident is responsible for keeping Owner/

- Agent advised of any changes to his/her electronic delivery address/phone number. Utility bills may be delivered electronically or by methods (b) or (c) above.
- 31. PARKING AND USE OF VEHICLES: Unless Owner/
 Agent has custom parking rules for the property, all
 off-street parking is governed by the rules and
 regulations contained in Multifamily NW form M158
 OR (Parking Agreement) which Resident acknowledges receiving and is incorporated by reference
 herein. Resident agrees to comply with all posted
 parking restrictions. Resident will drive in a safe
 manner and comply with all posted speed limit signs
 at all times, and if no posted speed limit, the speed
 limit is 5 miles per hour.
- 32. CONTROL OF COMMON AREAS: Owner/Agent and any person designated by Owner/Agent 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 at ORS 164.205(5). If Owner/Agent excludes a person from the common areas, Resident may not invite such person into their unit or grant permission to such person to enter or remain on the common areas.
- 33. HOMEOWNER ASSOCIATION ASSESSMENTS:
 Resident will pay assessments, as defined in ORS
 94.550 and 100.005, if the unit is within a homeowners association organized under ORS 94.625
 or an association of unit owners organized under ORS
 100.405, and: (A) The assessments are imposed
 by the association on Owner/Agent; (B) The assessments are imposed by the association on any person
 for expenses related to moving into or out of a unit
 located within the association; and (C) Owner/Agent
 gives a copy of the assessment to Resident before
 or at the time Owner/Agent charges Resident. Any
 assessment required to be paid by Resident under
 this section is due at the time a copy of the assessment is provided to Resident.
- 34. REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION: As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/
 modifications related to their housing. All requests
 must be made to the Owner/Agent specifying the
 nature of the requested accommodation/modification.
 It is recommended, but not required, that such requests
 be made in writing.
- 35. TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION: If any information supplied in conjunction with application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner/Agent's current rental criteria, this is grounds for termination of tenancy.
- 36. RESCREENING. Each Resident authorizes Owner/ Agent to obtain a new or updated consumer credit report and/or an investigative consumer report: if any Resident requests to transfer to another unit; upon any change in either the Owner or Agent; annually; any Resident leaves or a new Resident is approved by Owner/Agent; or for any other valid business purpose. A consumer credit report or an investigative consumer report may include the checking of the Resident's credit, income, employment, rental history, and criminal court records and may include information as to his/her character, general reputation, personal characteristics, and mode of living. Each Resident has the right to request additional disclosures provided under Section 606 (b) of the Fair credit Reporting act, and a written summary of your rights pursuant to Section 609(c). Each Resident has the right to dispute the accuracy of the information provided to the Owner/Agent by the screening company or the credit reporting agency as well as complete and accurate disclosure of the nature and scope of the investigation.
- 37. SIGHT UNSEEN. If Resident has executed this Agreement without first visiting the unit, Resident's dissatisfaction with the unit at the time possession is delivered is not grounds to terminate this Agreement.
- 38. COMPLETE AĞREEMENT: This Rental Ağreement, any rules and regulations for the Premises, and, except as provided below, any other written addenda executed by the parties on or after the date of this Rental Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement, to the extent consistent herewith, remain in effect and are incorporated herein.



OREGON MOVE-IN ACCOUNTING



DATE 11/26/2018 PROPERTY NAME / NUMBER My Luck RESIDENT NAME(S) Cara E. Naylor Marya	xy House am Mirahmadi
UNIT NUMBERSTREET ADDRESS1954 Otelah	ı Place
CITY Bend	STATE OR ZIP 97701
RENT/CHARGES	DEPOSITS
PRO-RATE METHOD: ☐ A ☐ B 🗶 C (See #1 on page 2 of Rental Agreement)	☐ IF CHECKED, DEPOSITS WILL BE HELD BY OWNER
FIRST RENT PAYMENT DUE 12/01/2018 \$ 1,695.00	SECURITY DEPOSIT \$ 2,000.00
FROM 12/01/2018 THRU 12/31/2018	ADDITIONAL DEPOSITS
SECOND RENT PAYMENT DUE 01/01/2019 \$ 1,695.00	\$ 0.00
EROM 01/01/2019 THRU 01/31/2019	\$
TOTAL RENT DUE AT MOVE-IN \$ 1,695.00	TOTAL ADDITIONAL DEPOSITS \$0.00
☐ IF CHECKED, SEE SECOND MONTH'S ACCOUNTING FOR ADDITIONAL CHARGES/ADJUSTMENTS (FORM # M035)	SPECIALS/ADJUSTMENTS
DTHER MONTHLY CHARGES (PRO-RATED IF PARTIAL MONTH)	\$
\$	\$
\$	\$
\$	TOTAL SPECIALS/ADJUSTMENTS \$ 0.00
\$	TOTAL DEPOSITS CHARGED \$ 2,000.00
\$	PRIOR PAYMENT(S) EXECUTION DEPOSIT _ \$ 2,000.00
TOTAL OTHER MONTHLY CHARGES \$ 0.00	DEPOSITS PAID AT MOVE-IN - \$
SPECIALS/ADJUSTMENTS/HOA MOVE-IN ASSESSMENTS	BALANCE OF DEPOSITS DUE \$0.00
\$	TOTALS
\$	TOTAL RENT/CHARGES + DEPOSITS CHARGED \$ 3,695.00
\$	TOTAL PAID \$ 2,000.00
\$	REMAINING BALANCE DUE \$ 1,695.00
TOTAL SPECIALS/ADJUSTMENTS/HOA ASSESSMENTS \$ 0.00	*SEE INSTALLMENT PAYMENT AGREEMENT OR RENTAL AGREEMENT SPECIAL PROVISIONS
TOTAL RENT/CHARGES AMOUNT DUE \$ 1,695.00	IF BALANCE DUE
PRIOR PAYMENT(S) \$	∠ LEASE TERM BEGINNING 12/01/2018 AND ENDING 11/30/2019
TOTAL CHARGES PAID AT MOVE-IN - \$ 0.00	☐ MONTH-TO-MONTH BEGINNING
RENT/CHARGES BALANCE DUE \$ 1,695.00	NOTES:
RENT/ CHARGES BALANCE DUE 5 1,000.00	
C 00 0	. –
X Cara Naylor XH98CR E-signed by: Cara Naylor 2018-11:28 19:34:53 UTC - 174:224.5.6 11/28/2018	RUSSN E-signed by: Maryam Mindrad Hull C - 69.131.48.35 111/28/2018
RESIDENT DATE	RESIDENT DATE
X DATE	X PATE DATE
X DATE	X DATE
	× Shari Ballard 1/47CP E-signed by: Shari Ballard 1/47CP E-signed by: 11/28/2018

DATE

OWNER/AGENT



OREGON SMOKE ALARM/ CARBON MONOXIDE ALARM



RESIDENT NAME(S) Cara E. Naylor	Mary	am Mirahmadi			
· /					
UNIT NUMBER STREET	r ADDRESS 1954 Otelal	n Place			
CITY Bend		STATE	OR	ZIP	97701
SMOKE ALARM A ☑ Battery ☐ Electric ☐ Electric resident protection. The smoke alarm					ne above-noted unit fo
CARBON MONOXIDE ALARM If required, a Battery Electric above-noted unit for resident protections found to be in working condition.					as been installed in the
OPTIONAL INFO: Total number of a	alarms of all types in u	nit			
THE RESIDENT SHALL: TEST THE AND NOT REMOVE OR TAMPER WI MONOXIDE ALARM, INCLUDING RE UP TO \$250.00 FOR REMOVING OF OR CARBON MONOXIDE ALARM.	TH A PROPERLY WORK MOVING WORKING BA	(ING SMOKE ALARM A ATTERIES. OWNER/AC	ND/OR A SENT MA	PROPERL Y CHARGE	Y WORKING CARBON RESIDENT A FEE O
If checked, Resident should not to periodically.	est the alarms as they a	e part of an integrated	system.	Owner/Age	nt will test the alarms
TESTING THE SMOKE ALARM Test by pushing the button on the alarm sounds, the unit has a defe SMOKE ALARM HUSH FEATUR	cover. The alarm will so ctive battery or other fail.	und if all electronic circ			
If the smoke alarm has a hush fe for three seconds.		ne alarm by pushing the	e hush bu	utton on the	cover and holding
BATTERY REPLACEMENT (who The alarm has a low-battery indicated when chirping occurs. Use a Madepartment, hardware or electron equipped with a 10-year battery, it means a battery that is warranted a period of at least ten (10) years testing laboratory; and (b) has been	ator which will "chirp" at 3 Ilory MN1604 or Everea iic parts stores. Never us t may not last 10 years a d by the battery manufac s when used in an ioniza	dy 552 9-volt alkaline be an ordinary or heavy and must be replaced witurer to be free from deation smoke alarm that:	pattery or duty carbith a 10-ye efects in n	equivalent con-zinc bat ear battery. naterials an ted by a nat	sold at most drug, tery. If the alarm is A "10-year battery" d workmanship for tionally recognized
NON-REPLACEABLE BATTERI If the alarm is battery operated, b indicates the battery is failing. On	ut has non-replaceable b			nediately in	writing if the alarm
It is your responsibility to report an immediately in writing. The Owner/					m to the Owner/Agen
Cara Naylor MQ78XW E-signed by: Cara Naylor Cara Naylor 2018-11-24 19:35-19 UTC - 174.224.5.6	11/28/2018	×VY	DD71HA E-si • Maryam Mira 2018-11-28 2	igned by: hmadi 0:37:03 UTC - 69.131.48.3	s 11/28/2018
RESIDENT	DATE	RESIDENT			DATE
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	DATE				DATE
RESIDENT	DATE	X RESIDENT			DATE
		× Chari Ball	/////////// Shari Ba	E-signed by:	0.400.400 11/28/2019
		OWNER/AGENT	VV VVV 2018-11	-28 20:44:38 UTC - 208.10	0.188.106 11/28/2018 DATE



OREGON PET AGREEMENT ATTACH PHOTOS OF THE PETS



DATE 11/26/2018	_PROPERTY NAME / NUME					
RESIDENT NAME(S) Cara	E. Naylor	Maryan	n Mirahmadi			
UNIT NUMBER	STREET ADDRESS	1954 Otelah P	lace			
CITY Bend			STATE	OR	ZIP	97701
Resident agrees to the fol	•					
1. Only the following des			- Australian Ka	alaia	. 4	4E paunda
N.I.	Type Dog		Breed Australian Ke	eipie	Age 4 years	Weight_45 pounds
Name Name	Type Type		Breed Breed		_ Age _ Age	Weight Weight
No breeding of any pe				I	_ Age	vveignt
 All pets must be prope 					es.	
4. No pet with a history of	-		•			preeds with a disposition
for aggressive behavio	or may be prohibited.					·
5. Pets will not be allowe	-	_	-	hen on a	leash under Re	sident's control.
6. Pets will not be chaine			•	4l=:= = = =		
Pets will not be allowed pick up the waste. For	a to use any part of the Pr r any rental unit which inc	remises for depos cludes a vard des	idnated for use excl	tnis occui Iusively by	r accidentally, Ri v the Resident.	esident will immediate Resident is responsibl
	e of pet waste on the Pre		.9.14104 10. 400 0.40.		,	. 100100111 10 100p0110101
8. Pets will not be allowe		ge in threatening	conduct which might	t disturb c	other residents,	Owner/Agent, guests of
other pets/assistance 9. Pets will be kept clear		commutated in a t	troy incide the unit w	vill bo die	nacad of proper	dy and promptly
Tels will be kept clear Resident will immediate	• •		•			, , , ,
11. Any damage attributed				nage cau	sed by the pet(e	,,
	a to the pot(o) this so paid	a p				
12. The maximum adult w	eight/size of any pet is:					
12. The maximum adult w13. Any additional pets or		pets will require	a new agreement ar	nd adjusti	ment to the pet	rent, if applicable.
13. Any additional pets or14. Resident, any guest or	any change to any of the r invitee shall indemnify,	defend and hold	Owner, Owner's Age	ents, and	employees har	mless from and agains
13. Any additional pets or14. Resident, any guest orany actions, suits, clai	any change to any of the r invitee shall indemnify, ims, and demands (include	defend and hold ding legal fees, c	Owner, Owner's Ageosts, and expenses)	ents, and) arising f	employees har rom damage or	mless from and agains
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* NA	A * N	35. LIGHT FIXTURES / BULBS	A * NA	A * NA	62. LIGHT FIXTURES / BULBS	A * NA	A * N
* NA	A * N	36. ELECTRIC OUTLETS / SWITCHES	A * NA	A * NA	63. ELECTRIC OUTLETS / SWITCHES	A * NA	A * N
* NA	A * N	37. SINK / VANITY	A * NA	A * NA	64. COUNTERTOPS	A * NA	A * N
* NA	A * N	38. OTHER	A * NA	A * NA	65. SINK / FAUCET / VANITY / MIRROR	A * NA	A * N
* NA	A * N				66. TOILET	A * NA	A * N
		7			67. SHOWER / TUB / SURROUND	A * NA	A * N
IN					68. TOWEL BARS / SHOWER ROD	A * NA	A * N
* NA				A * NA	69. FAN	A * NA	A * N
				A * NA	70. OTHER	A * NA	A * N
* NA	A * N		S A * NA	A * NA			
* NA							OUT
* NA							A * N
			A * NA	A * NA			A * N
* NA		BEDROOM 3	IN	OUT		A * NA	A * N
		46 WALLS / CELLINGS					A * N
		47 FLOORING					A * N
		48 DOORS / KNORS / LOCKS					A * N
		49 WINDOWS / SCREENS / COVERINGS					A * N
		50 LIGHT FIXTURES / BUILBS					A * N
		51 FLECTRIC OUTLETS / SWITCHES					A * N
* NA	A * N	\					A * N
IN	OUT	52. STILLI	7, 10,	7 147.			A * N
		ESSENTIAL SERVICES	IN	OUT			A * N
* NA		53 PLUMBING	A * NA	A * NA	83. OTHER	A * NA	A * N
* NA		54 HEATING	A * NA	A * NA	KEYS	IN	OUT
* NA		55 FLECTRICITY	A * NA	A * NA			_
* NA		56. WATER HEATER	A * NA	A * NA			
* NA	A * N	57. GAS	A * NA	A * NA	86. # OF FACILITIES KEYS		
			1				
* NA	A * N				87. # OF KEY CARDS		
	* NA	* NA A * NA * NA	* NA A *	* NA A * NA A * NA BEDROOM 3 * NA A *	* NA A *	# NA A *	* NA A *

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List item numbers where the "*" issue	e noted on page 1 is circled:		
	ļ. 0		
HUD Units: The unit is in decent, safe	and sanitary condition. Any ne	ecessary cleaning or repairs will be completed by	(no mor
nan 30 days after effective date of lea	ase).)	DATE	
accept this unit in clean condition and	d good repair except as noted	d on page 1 and above.	
·			
X		X	
RESIDENT	DATE	RESIDENT	DATE
,		V	
X RESIDENT	DATE	X 	DATE
	27.112		57.1.2
wner/Agent Notes:			
Timom igoni riotos.			
		X OWNER/AGENT	DATE
		OWNEH/AGENT	DATE
SUMMARY OF CONDITION AT MOV	F-OUT *List item numbers w	where the "*" issue noted on page 1 is circled:	
SOMMANT OF CONDITION AT MOV	E-001. List itelli liullibers w	Tiere the * issue noted on page i is circled.	
☐ PHOTOS INCLUDED (Not applica	ble for all move-outs.)	Inspection completed by:	
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Owner/Agent does not waive its right t	o bill for additional damages		
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Owner/Agent does not waive its right t	o bill for additional damages	not shown herein or costs which are finalized after the final a	all be consider
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Owner/Agent does not waive its right the unit in the above condition. In abandoned and that Owner/Agent ma	o bill for additional damages	not shown herein or costs which are finalized after the final a	all be considere
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I left the unit in the above condition. I abandoned and that Owner/Agent ma X RESIDENT	o bill for additional damages agree that all personal prop y sell or dispose of the perso	not shown herein or costs which are finalized after the final aperty left at the Premises upon termination of the tenancy shonal property without complying with the provisions of O.R.S. X RESIDENT X	pall be considere 90.425.



OREGON MOLD & MILDEW ADDENDUM



DATE11	/26/2018	PROPERTY NAME / NUMBI	ER	My Lucky House					
RESIDENT NA	AME(S) Cara	E. Naylor	Maryam Mirahr	nadi					
UNIT NUMBE	 R	STREET ADDRESS_	1954	Otelah Place					
CITY Bend					STATE	OR	ZIP	97701	

Mold growth indoors is an issue common in the Pacific Northwest. Mold spores naturally exist indoors and cannot be eliminated. Normally, they do not grow or reproduce on indoor surfaces and become visible and pose a problem unless a condition of excess moisture exists at surfaces. The main causes of mold growth are too much moisture generation, too little moisture removal, or cold surfaces. For example, mold often grows around windows because blinds or shades are always kept closed, thus cooling the window area and causing mold growth. Those causes of mold growth can be reduced or eliminated by simple procedures under your control. To reduce mold and mildew, Resident agrees to the following:

Keep the indoor humidity low:

- Use bathroom fans during and for at least 30 minutes (preferably 1 hour) after showering and bathing. If no fan is available, open windows slightly for ventilation for the same amount of time.
- Use the exhaust fan above the stove whenever cooking or boiling liquids, of if no fan (or if a recirculating fan exists that does not exhaust to the outdoors), open a window slightly for ventilation during cooking or boiling.
- Use the fan in the laundry area during and for 20 minutes after using the washer (not the dryer if it exhausts outdoors), or if no fan, open a window slightly for ventilation.
- · Cover fish tanks.
- Do not use unvented space heaters, such as kerosene heaters, indoors.
- Do not use your oven for space heating.
- Do not keep excess number of house plants.

Prevent cold surfaces that promote mold growth:

- Raise blinds or shades as often as possible each day (extremely important)!
- Allow at least one inch between furniture and walls to warm wall surfaces.

Keep the indoor temperature at least moderately warm during non-summer months:

- Keep heat above 60 degrees Fahrenheit at all times, as low temperatures cause mold growth.
- Do not turn off the heat in any rooms (especially bedrooms).
- Open closet doors.

Attend to spills or flooding:

- Immediately dry any water that spills or overflows from showers, tubs, toilets, sinks, etc.
- Immediately clean up and thoroughly dry any spills onto carpets, rugs or floors.

Immediately notify Owner/Agent of any excess moisture problems:

- Immediately notify Owner/Agent of any water leakage such as leaking plumbing, tubs, showers, toilets or windows.
- Immediately notify Owner/Agent of any running water-plumbing, tubs, showers or toilets.

Clean regularly and thoroughly:

- If mold appears on any indoor surfaces, immediately <u>scrub</u> it off with soap and water (bleach is not necessary), and then rinse and dry the surface.
- Check, clean and dry window tracks and keep free from condensation buildup.
- Once you have attempted to clean mold, if it reappears or you are not able to remove it, immediately report the mold to Owner/Agent.

Read the EPA pamphlet: "A Brief Guide to Moisture, Mold and Your Home" available at http://www.epa.gov/mold/moldresources.html

Resident understands and agrees that failure to do any of the actions in this Mold & Mildew Addendum shall constitute a material non-compliance with the Rental Agreement. Resident will be financially responsible for all damage resulting from his/her failure to comply with this Mold & Mildew Addendum.

X Cara May by EY58CX E-signed by: Cara Naylor 2018-11-28 19:36:05 UTC - 174.224.5.6	11/28/2018	YS54KW E-signed by: Maryam Mirahamia 2018-11-28 20:38:32 UTC - 69.131.48.35	11/28/2018
RESIDENT	DATE	RESIDENT	DATE
Χ		X	
RESIDENT	DATE	RESIDENT	DATE
Χ		X	
RESIDENT	DATE	RESIDENT	DATE
		x Shari Ballard	11/28/2018
		OWNER/AGENT	DATE



OREGON CRIMINAL ACTIVITY ADDENDUM



DATE 11/26/201	8 PROPERTY NAME / NUMBER	My Lucky House	
RESIDENT NAME(S)_	Cara E. Naylor	Maryam Mirahmadi	
UNIT NUMBER	STREET ADDRESS 1	954 Otelah Place	
CITY_Bend		STATE OR ZIP 97701	

Resident and Owner/Agent agree as follows:

- Resident, members of Resident's household, guests, or any other person under Resident's control shall not engage in criminal activity, as defined in federal or state law, including illegal drug activity, on or near the Premises and shall not engage in any activity that constitutes a threat to people or property on or near the Premises. These activities are material violations of the rental agreement.
- 2. In addition to any other remedies allowed by law, as described in ORS 90.396, Owner/Agent, after 24 hours' written notice specifying the cause, may *immediately* terminate the Rental Agreement in any of the following situations:
 - a) Resident or someone in Resident's control seriously **threatens to inflict substantial personal injury**, or **inflicts any substantial personal injury**, upon a person on the Premises other than Resident;
 - b) Resident or someone in Resident's control **recklessly endangers a person on the Premises** other than Resident by creating a serious risk of substantial personal injury;
 - c) Resident or someone in Resident's control **inflicts any substantial personal injury** upon a neighbor living in the immediate vicinity or **intentionally inflicts any substantial damage to the Premises**;
 - d) Resident **intentionally provided substantial false information on the application** for the tenancy within the past year; and the false information was with regard to a criminal conviction of Resident that would have been material to Owner/Agent's acceptance of the application;
 - e) Resident or someone in Resident's control commits **any act that is outrageous in the extreme** on the Premises or in the immediate vicinity of the Premises. Such acts include, but are not limited to:
 - i) Prostitution or promotion of prostitution, as described in ORS 167.007 and 167.012;
 - ii) Manufacture, delivery or possession of a controlled substance, as described in ORS 475.005, subject to the limitations defined in ORS 90.396(1)(f)(B);
 - iii) Intimidation, as described in ORS 166.155 and 166.165; or burglary as described in ORS 164.215 and 164.225.
 - f) With regard to "acts outrageous in the extreme" as described in this section, an act can be proven to be outrageous in the extreme even if it is one that does not violate a criminal statute.
 - g) Similar notices, but often with an option to cure, may be served in cases where certain of the above violation(s) are caused by Resident's pet.
 - h) Regarding prohibited acts defined by criminal statutes, **Owner/Agent's standard of proof for termination of the Rental Agreement remains the civil standard**, proof by a preponderance of the evidence.
- 3. Resident and other persons on the Premises with the consent of Resident shall conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the Premises.
- 4. Owner/Agent retains 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 are locations shared by residents, such as laundry rooms, courtyards, hallways between dwellings, building entryways, and parking lots. This clause does not apply on property where there are no areas commonly shared by multiple residents (e.g., most single family detached dwellings).
- 5. In the case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of this addendum shall govern.
- 6. This addendum is incorporated into the Rental Agreement executed or renewed this day between Resident and Owner/Agent.

X Cara Naylor OH64GF E-signed by: Cara Naylor 2018-11-28 19:36-19 UTC - 174.224.5.6	11/28/2018	X IK37PN E-signed by: Aryam Mirahadid TC - 69.131.48.35	11/28/2018
RESIDENT	DATE	RESIDENT	DATE
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RESIDENT	DATE	RESIDENT	DATE
		X Shari Ballard WY49TX E-signed by: Shari Ballard 2018-11-28 20.45.02 UTC - 208.100.188.106 OWNER/AGENT	11/28/2018 DATE



PEST CONTROL ADDENDUM



DATE 11/26/20	18 PROPERTY NAME / NUMBER	My Lucky House	
RESIDENT NAME(S)	Cara E. Naylor	Maryam Mirahmadi	
UNIT NUMBER	STREET ADDRESS195	1 Otelah Place	
CITY Bend		STATEOR	ZIP97701

It is our goal to maintain the highest quality of living environment for our residents. Owner/Agent has inspected the unit prior to lease and knows of no pest infestation. Residents have an important role in preventing and controlling pests. Good housekeeping will help control any problem, minimize any infestation, and limit its spread.

Resident acknowledges that all furnishings and other personal property that will be moved into the unit are free from pests.

Resident agrees to avoid and not bring in secondhand goods that have not been thoroughly inspected for the presence of pests.

Resident agrees to promptly report any problems, specifically any signs of pests; and any related maintenance needs. Resident acknowledges that failure to timely report pest problems can substantially increase the kinds, number and costs of treatments.

Owner/Agent may conduct extermination operations in the unit several times a year and as needed to prevent or treat for pest infestation. Owner/Agent will notify Resident in advance of extermination operations in the unit, and give Resident instructions for the preparation of the unit and safe conduct during and after treatment. Resident will be responsible to prepare the unit for extermination treatments in accordance with Owner/Agent's or the exterminator's instructions. Resident must request, in writing, extermination treatments in addition to those regularly provided by Owner/Agent.

Resident agrees to follow the preparation guidelines required by Owner/Agent or the exterminator on the day of interior extermination treatments to ensure the safety and effectiveness of the extermination operation. If Resident is unprepared on the scheduled treatment date, Owner/Agent may charge Resident for the service call. Owner/Agent also reserves the right to charge Resident for necessary extermination services.

Preparation guidelines may include but are not limited to the following:

- Empty and clean all cabinets and drawers in kitchen and bathroom
- Remove all miscellaneous items from floor, clean all closet floors, and remove all items from under beds and/or furniture, allowing as much floor as possible to be accessible to treatment
- Remove pets from the areas to be treated and notify Owner/Agent of their placement
- In most cases, all residents and pets must vacate the unit for 3-4 hours after service
- Remove chain locks or other types of obstruction on day of service
- Cover fish tanks and turn off their air pumps
- Do not wipe cabinets after treatment

Prior to extermination, Resident is solely responsible to notify Owner/Agent, in writing, of any anticipated health or safety concerns related to extermination and the use of pesticides.

Resident agrees that violation of any of the terms of this addendum constitutes a material noncompliance with the Rental Agreement and is grounds for eviction and/or other legal action by Owner/Agent. Pest control protocol may change as new research developments occur.

Resident acknowledges that Owner/Agent will not be responsible for damage to, or decontamination of, Resident's personal property or for providing temporary accommodations due to Resident's failure to follow the terms of this Addendum.

X Cara Naylor OM55FV E-signed by: Cara Naylor 2018-11-28 19:36:32 UTC - 174.224.5.6	11/28/2018 	X YGSTWM E-signed by: Maryam Mirahmadi 2018-11-28 20:39:19 UTC - 69.131.48.35	
X RESIDENT	DATE	X RESIDENT	DATE
X RESIDENT	DATE	X RESIDENT	DATE
	=: =	X Shari Ballard YBBRWK E-signed by: Shari Ballard 2018-11-28 20:45:08 UTC - 208.100.188.108 OWNER/AGENT	11/28/2018 DATE



SAFETY ADDENDUM



DATE 11/26/2018	PROPERTY NAME / NUMBER_	My Lucky House			
RESIDENT NAME(S) Ca	ra E. Naylor	Maryam Mirahmadi			
UNIT NUMBER	STREET ADDRESS 19	54 Otelah Place			
CITY_Bend	STREET ADDRESS	STATE	OR	ZIP	97701

WARNING!! The Owner and its Agents cannot be responsible for watching and supervising the activities of Residents, their household members and their guests. THEREFORE, RESIDENTS ARE RESPONSIBLE FOR THE SUPERVISION, SAFETY AND WELL-BEING OF ALL MEMBERS OF THEIR HOUSEHOLD AND THEIR GUESTS. Following are some areas of the property that may pose special dangers and risks. This list is not meant to cover all possible dangers that may be present.

WINDOWS

- Open windows present a potential risk of falling.
- 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.
- Beware that sitting or playing on window sills is dangerous and can lead to falls.
- Keep furniture and other objects on which a person can climb away from windows.
- Window stops and other devices that restrict a window from opening are not provided by Owner/Agent because of the dangers associated with fire and the requirement that occupants can escape. If Resident desires to use such devices, they must be approved by Owner/Agent before being installed. Resident 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.
- Young children can strangle in cord and bead chain loops. They can also wrap cords around their necks and strangle.
- Always ensure that inner cord stop devises are within 3" of headrail when blind is in the fully lowered position.
- Always keep cords and bead chains out of children's reach.
- Move cribs, playpens and other furniture away from cords and bead chains. Children can climb furniture to get to cords.
- Do not tie cords together. Make sure cords do not twist together and create a loop.

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.
- 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.
- It is hard to see any persons moving around vehicles.
- Riding bicycles, tricycles, skate boards, etc. in the parking areas is dangerous as the riders are not easily seen by drivers.
- 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 or 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 & SAUNAS

 State laws limit the use of pools, spas and saunas by children under 14 unless supervised by an adult. All residents must follow such laws.

WATER

- Any location where water pools more than one inch deep poses the risk of drowning.
- Danger can be present with bathtubs, sinks, buckets, fountains, streams and 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 near railings. Climbing on such furniture or other objects can lead to falls or other injuries.
- Keep all stairways clear of debris or obstructions.
- Report any damaged or loose railings to Owner/Agent immediately.

PLAY AREAS

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

ICY CONDITIONS

- Ice and snow increases the risk of a slip and fall, potentially causing serious injury.
- Take special precaution on stairs, walkways, in the parking lot, and in your vehicle in icy or snowy weather to prevent serious injury or death.

X Cara May or SD83DV E-signed by: Cara Nayor 2018-11-28 19:36-46 UTC - 174.224.5.6	11/28/2018	QB68HQ E-signed by: Maryam Mirahmadi 2018-11-28 20:39:51 UTC - 69.131.48.35	11/28/2018
RESIDENT	DATE	RESIDENT	DATE
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RESIDENT	DATE	RESIDENT	DATE
		× Shari Ballard ZE97MM E-signed by: Shari Ballard 2018-11-28 20-45:15 UTC - 208.100.188.106 OWNER/AGENT	11/28/2018 DATE



SMOKING POLICY ADDENDUM



RESIDENT NAME(S) Cara E. Naylor Maryam	n Mirahmadi
UNIT NUMBER STREET ADDRESS1954 Otelah F	Place
Bend Bend	0.0
Due to the increased risk of fire, increased maintenance costs, and the possible health effects of secondhand smoke, Owner/Agent is adopting he following policy relating to smoking which covers all or a part of the premises on which the dwelling unit is located (the "Premises"). The ollowing terms, conditions and rules are hereby incorporated into the Rental Agreement.	4. IF SMOKING ALLOWED—ENTIRE PREMISES. Oregon as Washington laws prohibit smoking in any space "open to the public such as the rental office of the Premises or within 10 feet (OR) 25 feet (WA) of the entrances or windows of such public space. Resident agrees to comply with the applicable law and require her guests and visitors to comply also.
(Check paragraph that applies):	 5. OWNER/AGENT NOT A GUARANTOR OF SMOKE-FRE ENVIRONMENT. Resident acknowledges that Owner/Agent adoption of a policy relating to smoking, and the efforts to designa all or some of the Premises as non-smoking, do not make Own or any of its managing agents the guarantor of Resident's health or the smoke-free condition of the non-smoking portions of the Premises. However, Owner/Agent will take reasonable steps enforce the no-smoking policy. Owner/Agent is not required to tal steps in response to smoking unless Owner/Agent has actured knowledge of the smoking and the identity of the responsib resident. 6. OWNER/AGENT DISCLAIMER. Resident acknowledges the
Resident's unit including porches, patios and attached yard Not in Resident's unit, but allowed on porches, patios and attached yard The building(s) located at: and all units located therein Other: Other: Other: Note: Smoke damage, even if smoking is allowed, will never be considered normal wear and tear. DEFINITION OF SMOKING. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any activated vaping device, lighted cigar, cigarette, pipe, other tobacco product or any other similar lighted product in any manner or in any form.	Owner/Agent's adoption of a non-smoking living environment, at the efforts to designate all or portions of the Premises as no smoking, does not in any way change the standard of care the Owner/Agent has under applicable law to render the Premises at safer, more habitable or improved in terms of air quality standard than any other rental premises. Owner/Agent specifically disclain any implied or express warranties that the Premises will have a higher or improved air quality standards than any other rent property. Owner/Agent cannot and does not warranty or promis that the Premises will be free from secondhand smoke. Reside acknowledges that Owner/Agent's ability to police, monitor enforce this Addendum is dependent in significant part on volunta compliance by residents and residents' guests. Residents wirespiratory ailments, allergies or other conditions relating to smol are put on notice that Owner/Agent does not assume any high duty of care to enforce this Addendum than any other Owner/Age obligation under the Rental Agreement.
 3. IF SMOKING PROHIBITED. 3.1 (Entire Premises). Resident agrees and acknowledges that the entire Premises has been designated as a no-smoking living environment. Resident agrees that he/she will not smoke anywhere on the Premises or adjacent to and within 10 feet (if left blank, 10 feet in OR or 25 feet in WA) of any portion of the Premises. Resident will not permit any guests or visitors of Resident to do so. 3.2 (Smoking allowed in limited areas). Resident agrees and acknowledges that all areas of the Premises are no-smoking except for limited areas. Resident agrees that he/she will only smoke in the areas of the Premises listed above where smoking is allowed and will only permit guests or visitors to smoke in smoking designated areas. 	 FFECT ON CURRENT RESIDENT. Resident acknowledges the current residents residing on the Premises under leases/rent agreements signed prior to adoption of this smoking policy may not be immediately subject to this smoking policy. As current resident move out, have current leases expire or enter into new lease rental agreements, the smoking policy will become effective further and their guests. EFFECT OF BREACH. Resident understands and agrees with the terms and conditions of this Addendum and that failure to adhere any of the terms of this Addendum will constitute both a materinon-compliance with the Rental Agreement and a serious violation of the Rental Agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation this Addendum.
3.3 Resident agrees to inform all of his/her guests or visitors of the no-smoking policy and to require any guest or visitor who violates the policy to leave. Resident is responsible for the actions of his/her guests and visitors.	☐ If checked, the effective date of this Addendum will be the converting to not smoking. If not checked, this Addendum is effective immediately.
X Cara Naylor ESS9YW E-signed by: Cara Naylor 2018-11-28 19:37:19 UTC - 174.224.5.6 DATE	DJ31BU E-signed by: Maryam Mirahmadi 2018-11-28 20:40:07 UTC - 69.131.48.35 DATE DATE
X	X
RESIDENT DATE	RESIDENT DATE
	X Sluxi Bullard XE76MP E-signed by: Shan Ballard 2018-11-28 20.45:20 UTC - 208.100.188.106 DATE



11/26/2018

Date:

Resident (s): Cara E. Naylor, Maryam Mirahmadi			
Address: 1954 Otelah Place, Bend, OR 97701			
	/ we acknowledge that I/we have received the following:		
Rental Agreement / Terms & Conditions Move-In Accounting Smoke Alarm / Carbon Monoxide Alarm Pet Agreement Mold & Mildew Addendum Criminal Activity Addendum Pest Control Addendum Safety Addendum Smoking Policy Addendum Addendum Procedures for Move In & Move Out Move In & Out Inspection (Completed by Tenant and returned within 5 days)			
Resident Signature(s):			
Cara May or PF28XD E-signed by: Cara Naylor 2018-11-28 19:37:37 UTC - 174.224.5.6 11/28/2018 71/28/2018 71/28/2018 71/28/2018			
For office use only: Received Uti	lity Transfer Agreement	Received Renter's Insurance	
Number of Unit Keys	S	Number of Mail Keys	



Addendum Procedures for Move In & Move Out

This Addendum to the Rental Agreement is a part of the Oregon Rental Agreement

Move In

Prior to your keys being issued, you will need to return the completed **Utilities Set-Up and Transfer Agreement** listing the new account numbers for the utilities at your new home. Additionally, Renter's Insurance is required with a minimum of \$100,000 in liability coverage. Please provide copy of Certificate of Liability Insurance or Declaration Page.

You will be given a **Move In Inspection** form with your lease paperwork. When we do our move out Inspection, we will use this form. Please carefully inspect the condition of the property. All of our units are professionally cleaned. If there is a problem at move in, please let us know immediately so we can have our cleaning service return to the property. If you discover any maintenance issues, please contact us immediately at (541) 815-8200 so that we may take the proper steps to ensure a smooth transition. This form must be returned to My Lucky House within five (5) days of move in. It is **your** responsibility to complete and return this form to our office. If it is not returned, you may be charged for existing items at move out.

Move Out

You must deliver a 30 day <u>written</u> notice to My Lucky House. You are responsible for the rent from the date written notice is received in our office and until all keys to your unit are returned. If you vacate less than 30 days, you are still responsible for the rent and all utilities up to the end of the 30 day period.

Upon termination of tenancy, Resident shall professionally clean and restore the property to its condition at the commencement of the tenancy. Additionally, Resident shall repair any damage to the premises or to its contents and shall replace any lost or missing items, appliances, equipment, or other property including, but not limited to, keys and light bulbs, except reasonable wear and tear from normal usage. Please do not patch or paint any nail holes; wall repairs will be taken care of by our maintenance staff to ensure proper repair and color match. No charges will be incurred for ordinary nail holes. All personal property and debris must be removed from the property and all cleaning completed by your move out date. Resident agrees that all personal property remaining on the premises after move out may be disposed of by My Lucky House without complying with the requirements of ORS 90:425.

We will not meet you at the property to collect the keys or perform a final walk through with you, nor will you be provided a second chance to re-enter the property to correct items you forgot or missed.

Security Deposits will be refunded by mail within 31 days of move out. A full inspection of the property will be made only after you have moved out. If the property is in need of cleaning or repair, we will schedule vendors to bring the unit back into rent ready condition. Management shall make the final determination if property is in need of cleaning and/or repair. These costs will be deducted from your Security Deposit. You will receive a written statement. If the amounts exceed the Security Deposit, Resident will be responsible for the balance due. If amount is not paid within ten (10) days, your account will be turned over to a collection agency.

The following estimated charges will be used as a guide to assess amounts to be deducted from your Security Deposit. Please note that this is not a complete list of all possible estimated charges that you may incur when your property is inspected. Please also note that these charges are estimates only to give you an idea of the

charges you may incur for particular items. You may be charged more than the maximum, depending upon the costs or charges we incur. Please leave a forwarding address on file with the office.

Kitchen Cleaning

Oven	\$15.00 - \$50.00
Stove and Vent Hood	\$10.00 - \$15.00
Refrigerator/Freezer	\$10.00 - \$50.00
Dishwasher/Microwave	\$10.00 - \$25.00
Cabinets and Countertops	\$10.00 - \$20.00
Floors	\$15.00 - \$50.00

Bathroom Cleaning

Toilet	\$10.00 - \$20.00
Tub/Shower	\$10.00 - \$60.00
Sinks/Counters/Mirrors	\$10.00 - \$20.00

Miscellaneous

Blinds (Windows/Patio)	\$15.00 to Estimate
Carpet Repairs	Based on actual cost for labor and installation
Tile Floor Repair or Waxing/Cleaning	\$15.00 to Estimate
Sheetrock Repairs	\$15.00 to Estimate
Window Cleaning (Window)	\$10.00 Each
Window Cleaning (Sliding Glass Doors)	\$15.00 Each
Graffiti Removal	\$5.00 per Letter
Carpet Cleaning/Stain Removal	\$25.00 to Estimate
Standard Trash Removal	\$10.00 per Bag

Removing Property

Cost of Removing Property (such as furniture pieces)	\$25.00 - \$100.00 per piece
including storage	

Replacement Charges

If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item in addition to possible labor services. The following list represents, but is not limited to, various replacement charges. You may be charged more than the maximum, depending upon the cost or charges we incur.

the cost of charges we mean.	
Window Glass	Estimate
Patio Door Glass	Estimate
Window Screens	\$10.00 - \$35.00
Patio Screens	\$30.00 - \$65.00
New Lock (keys not returned)	\$25.00 - \$50.00
Refrigerator Shelves/Racks	\$35.00 - \$60.00
Disposal Damage	\$65.00 - \$80.00
Blinds Replaced	\$12.00 - \$75.00 per Blind
Interior Door/Door Jam	\$45.00 - \$75.00
Mirrors	\$40.00 - \$200.00
Light Fixtures	\$15.00 - \$100.00
Counter Top Repairs	\$50.00 - \$200.00
Smoke Detectors	\$25.00 - \$75.00
Wall Damage/Sheetrock Repair	Based on Labor and Cost of Repair
Full Painting	Based on Labor and Cost of Paint
Carpet Replacement	Based on Actual Cost including Labor and Installation

Blinds, carpet, vinyl and appliance replacements will be based on actual cost including labor and installation. Carpet wear and tear is taken into consideration based upon the following ratio:

1 Year Old or Less	100% of Cost
2 Years Old	80% of Cost
3 Years Old	60% of Cost
4 Years Old	40% of Cost
5 Years Old	20% of Cost

Additional Items

Property Keys	\$15.00
Mailbox Keys	\$15.00
Garage Opener	\$50.00

Resident signature:	Date: 11/28/2018
Resident signature: UBSBAM E-signed by: Maryam Mirahmadi 2018-11-28 20:40:59 UTC - 69:131.48.35	Date: <u>11/28/2018</u>
Resident signature:	Date:
Resident signature:	Date:
Agent signature: Shari Ballard YH73YA E-signed by: Shari Ballard 2018-11-28 20-45-27 UTC - 208.100.188.106	Date: <u>11/28/2018</u>

ELECTRONIC SIGNATURE SUMMARY

The foregoing document(s) were signed electronically through the TenantTech property management software system. Each signature action has been logged and is listed below for each signer. During signing, each signer agreed that the electronic digitized signature(s) they applied to the document(s) are correct representations of their signature and are as legally binding and valid as if they had signed the document(s) with ink on paper.

This is in accordance with the Uniform Electronic Transaction Act (UETA) and the Electronic Signatures in Global and National Commerce Act (E-SIGN) of 2000.

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November 26, 2018, 10:58:21 AM US/Pacific, 208.100.188.106: Signature link emailed to Maryam Mirahmadi at maryammirah@gmail.com.
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November 26, 2018, 12:25:49 PM US/Pacific, 174.224.5.6: DOB verification passed for Cara Naylor.
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