

OREGON RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the ____ day of _____, 20____, by and between the Lessor: _____, (hereinafter referred to as "Landlord"), and the Lessee(s): _____.
All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in _____ County, Oregon, with address of:

_____.

including the following items of personal property:

_____.

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

_____.

3. TERM OF LEASE: This Lease shall commence on the ____ day of _____, 20____, and extend until its expiration on the ____ day of _____, 20____, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$_____ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to

hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Oregon Revised Code § 90.300:

In order to claim all or part of any security deposit, within 31 days after the termination of the Lease and delivery of possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

The security deposit or portion thereof not claimed shall be returned to the tenant not later than 31 days after the termination of the Lease and delivery of possession to the landlord.

The landlord shall give the written accounting or shall return the security deposit by personal delivery or by first class mail.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$_____, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of _____, 20____.

Tenant agrees that if rent is not paid in full on or before the ____ day of the month, Tenant will pay a late charge of \$_____ as allowed by applicable Oregon law.

The prorated rent from the commencement of this Lease to the first day of the following month is \$_____, which amount shall be paid at the execution of this Lease.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):
[] cash, [] personal check, [] money order, [] cashier's check, [] other _____.

Rent payments shall be made payable to _____ and mailed or delivered to the following address:

_____. All notices from Tenant to Landlord under this Lease and applicable Oregon law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENCES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In compliance with Oregon Revised Code §90.400:

(1)

(a) If there is a material breach by the tenant with the Lease agreement, the landlord may deliver a written notice to the tenant terminating the Lease for cause as provided in this subsection. The notice shall specify the acts and omissions constituting the breach and shall state that the Lease agreement will terminate upon a date not less than 30 days after delivery of the notice. If the breach is remediable by repairs, payment of damages, payment of a late charge or utility or service charge, change in conduct or otherwise, the notice shall also state that the tenant can avoid termination by remedying the breach within 14 days.

(b) If the breach is not remedied in 14 days, the Lease agreement shall terminate as provided in the notice subject to paragraphs (c) and (d) below.

(c) If the tenant adequately remedies the breach before the date for remedying the breach as specified in the notice, the Lease agreement shall not terminate.

(d) If substantially the same act or omission that constituted a prior breach of which notice was given pursuant to paragraph (a) above, recurs within six months after the date specified in that notice as the date for remedying the prior breach, the landlord may terminate the Lease agreement upon at least 10 days' written notice

specifying the breach and the date of termination of the Lease agreement.

(2) The landlord may immediately terminate the Lease agreement for nonpayment of rent and take possession of the dwelling unit after written notice, as follows:

Landlord shall deliver to the tenant at least 72 hours' written notice of nonpayment and the landlord's intention to terminate the Lease agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the eighth day of the Lease period, including the first day the rent is due. The notice shall specify the date and time representing the end of the notice period, by which the tenant must pay the rent to cure the nonpayment of rent, or else suffer termination of the lease.

(3) Except as provided in paragraph (4) below, the landlord, after at least 24 hours' written notice specifying the acts and omissions constituting the cause and specifying the date and time of the termination, may immediately terminate the Lease agreement and take possession, if:

(a) The tenant, someone in the tenant's control or the tenant's pet seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon the landlord, the landlord's agent or other tenants;

(b) The tenant, someone in the tenant's control, or the tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises or upon a person other than the tenant on the premises with permission of the landlord or another tenant;

(c) The tenant or someone in the 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;

(d) The tenant has vacated the premises, the person in possession is holding contrary to a written Lease agreement that prohibits subleasing the premises to another or allowing another person to occupy the premises without the written permission of the landlord, and the landlord has not knowingly accepted rent from the person in possession; or

(e) The tenant, someone in the tenant's control or the tenant's pet commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises. An act that is "outrageous in the extreme" is an act not described in paragraphs (a) to (c) of this subsection, but is similar in degree and is one that a reasonable person in that community would consider to be so offensive as to warrant termination of the Lease

within 24 hours, considering the seriousness of the act or the risk to others. Such an act is more extreme or serious than an act that warrants a 30-day termination under subsection (1) of this section. An act that is "outrageous in the extreme" includes, but is not limited to, the following acts by a person:

(A) Prostitution or promotion of prostitution, as described in ORS 167.007 and 167.012;

(B) Manufacture or delivery of a controlled substance, as described in ORS 475.005 but not including delivery as described in ORS 475.992 (2)(b);

(C) Intimidation, as described in ORS 166.155 and 166.165; or

(D) Burglary as described in ORS 164.215 and 164.225.

(4) If the cause for a termination notice given pursuant to subsection (3)(a), (b), (c) or (e) of this section is based upon the acts of the tenant's pet, the tenant may cure the cause and avoid termination of the Lease by removing the pet from the premises prior to the end of the notice period. The notice shall describe the right of the tenant to cure the cause. If the tenant returns the pet to the premises at any time after having cured the violation, the landlord, after at least 24 hours' written notice specifying the subsequent presence of the offending pet, may terminate the Lease agreement and take possession. The tenant shall not have a right to cure this subsequent violation.

(5) Someone is in the tenant's control, as that phrase is used in paragraph (3) above, when that person enters or remains on the premises with the tenant's permission or consent after the tenant reasonably knows or should know of that person's act or likelihood to commit any act of the type described in subsection (3)(a), (b), (c) and (e) of this section.

(6) The landlord's 24 hours' written notice given under subsection (3)(d) of this section shall not be construed as an admission by the landlord that the individual occupying the premises is a lessee or sub-lessee of the landlord.

(7) With regard to "acts outrageous in the extreme" as described in subsection (3)(e) of 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. In addition, notwithstanding the reference in paragraph (3) above, to existing criminal statutes, the landlord's standard of proof in an action for possession under this paragraph remains the civil standard, proof by a preponderance of the evidence.

(8) If a good faith effort by a landlord to terminate a Lease

pursuant to subsection (3)(e) of this section and to recover possession of the Lease unit fails by decision of the court, the landlord shall not be found in violation of any state statute or local ordinance requiring the landlord to remove that tenant upon threat of fine, abatement or forfeiture as long as the landlord continues to make a good faith effort to terminate the Lease.

(9) If a tenant living for less than two years in drug and alcohol free housing uses, possesses or shares alcohol, illegal drugs, controlled substances or prescription drugs without a medical prescription, the landlord may deliver a written notice to the tenant terminating the Lease for cause as provided in this subsection. The notice shall specify the acts constituting the drug or alcohol violation and shall state that the Lease agreement will terminate in not less than 48 hours after delivery of the notice, at a specified date and time. The notice shall also state that the tenant can cure the drug or alcohol violation by a change in conduct or otherwise within 24 hours after delivery of the notice. If the tenant cures the violation within the 24-hour period, the Lease agreement shall not terminate. If the tenant does not cure the violation within the 24-hour period, the Lease agreement shall terminate as provided in the notice. If substantially the same act that constituted a prior drug or alcohol violation of which notice was given reoccurs within six months, the landlord may terminate the Lease agreement upon at least 24 hours' written notice specifying the violation and the date and time of termination of the Lease agreement. The tenant shall not have a right to cure this subsequent violation.

7. DELIVERY OF NOTICES: Any giving of notice under this Lease or applicable Oregon law shall be made by either: (a) personal delivery to the landlord or tenant; or (b) first class mail to the landlord or tenant. If notice is served by mail, the minimum period for compliance or termination of tenancy, as appropriate, shall be extended by three days, and the notice shall include the extension in the periods provided.

8. UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply):
 Electric, Gas, Telephone, Cable Television, Water, Garbage pick-up.

Landlord will provide and pay for the following utilities (indicate those that apply):
 Electric, Gas, Telephone, Cable Television, Water, Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon

termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Oregon law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month Lease Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Oregon law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Oregon Revised Code § 90.320:

A landlord shall at all times during the Lease maintain the dwelling unit in a habitable condition. A dwelling unit shall be considered uninhabitable if it substantially lacks:

- (a) Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
- (b) Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;
- (c) A water supply approved under applicable law, which is:
 - (A) Under the control of the tenant or landlord and is capable of producing hot and cold running water;
 - (B) Furnished to appropriate fixtures;
 - (C) Connected to a sewage disposal system approved under applicable law; and
 - (D) Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;
- (d) Adequate heating facilities which conform to applicable

law at the time of installation and maintained in good working order;

(e) Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order;

(f) Buildings, grounds and appurtenances at the time of the commencement of the Lease agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(g) Except as otherwise provided by local ordinance or by written agreement between the landlord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of the commencement of the Lease agreement, and the landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal;

(h) Floors, walls, ceilings, stairways and railings maintained in good repair;

(i) Ventilating, air conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord;

(j) Safety from fire hazards, including a working smoke alarm or smoke detector, with working batteries if solely battery-operated, provided only at the beginning of any new Lease when the tenant first takes possession of the premises, but not to include tenant's testing of the smoke alarm or smoke detector; or

(k) Working locks for all dwelling entrance doors, and, unless contrary to applicable law, latches for all windows, by which access may be had to that portion of the premises which the tenant is entitled under the Lease agreement to occupy to the exclusion of others and keys for such locks which require keys.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Oregon Revised Code § 90.325, Tenant shall:

(1) Use the parts of the premises including the living room, bedroom, kitchen, bathroom and dining room in a reasonable manner considering the purposes for which they were designed and intended;

(2) Keep all areas of the premises under control of the tenant in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem. The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem;

(3) Dispose from the dwelling unit all ashes, garbage, rubbish and other waste in a clean, safe and legal manner. With regard to needles, syringes and other infectious waste, the tenant may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies;

(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

(5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;

(6) Test at least once every six months and replace batteries as needed in any smoke alarm or smoke detector provided by the landlord and notify the landlord in writing of any operating deficiencies;

(7) Not remove or tamper with a properly functioning smoke alarm or smoke detector, including removing any working batteries;

(8) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; and

(9) Behave and require other persons on the premises with the consent of the tenant to behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to

independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

14. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Oregon law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

16. NO ILLEGAL USE: Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate

authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

17. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

18. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

19. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Oregon law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Oregon law, and terminate this Lease without notice to Tenant.

20. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here: _____

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

21. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease

until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full.

22. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

23. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

24. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Oregon law.

25. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

26. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

27. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

28. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLORD

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____