

# PROPERTY LEASE AGREEMENT

THIS PROPERTY LEASE AGREEMENT ("Agreement") is entered into, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Larry Malone ("Landlord"), and \_\_\_\_\_ ("Tenant"), in regards to the property located at \_\_\_\_\_ ("Property") ("Property ID Code"): \_\_\_\_\_. Any Tenant entering into this Agreement shall be at least 18 years of age. In consideration of the rent payment to be paid by Tenant and of the other covenants and agreements herein contained, Landlord leases to Tenant the Property. Landlord and Tenant do hereby agree to abide by the terms set out in this Agreement. The terms of this Agreement are as follows:

**1. Lease Term:** \_\_\_\_\_ through to \_\_\_\_\_. No November-December move-out dates.

**2. Monthly Lease Rate:** \$\_\_\_\_\_ per month payable on the **FIRST** day of each month. Payment shall be made in the form of check or electronic deposit due the first day of each month during the entire length of this Agreement. Address for payment is the address for Landlord as listed above during the business hours of 8 a.m. to 5 p.m. Monday through Friday, or at such other place as Landlord and Tenant agree upon. Tenant must send bank receipt for rent payment.

### 3. Deposits and Fees.

- Security Deposit of \$\_\_\_\_\_ payable \_\_\_\_\_
- Pet Fee of \$250 per pet, payable \_\_\_\_\_. (\$250 per pet – maximum 2 pets).
- Extra monthly fee of \$50 per pet.
- Cleaning fee of \$150. Cleaning Deposit of \$\_\_\_\_\_.
- Dishonored Check Fee \$25.00 plus the amount that bank has charged Landlord for processing the dishonored check.
- \$20 Fee if bank receipt for rent payment not received.
- **Early Termination Fee** \$\_\_\_\_\_ (*equal to 4 months' rent*).
- Homeowner Association Non-Compliance Fee shall be equal to the charges assessed to Landlord by the Homeowners Association for Tenant non-compliance to rules and regulations of the Homeowners Association.
- **Late Rent Payment Fee \$75.00 incurred when payment is more than 1 day late (2<sup>nd</sup> of the month).**
- Non-Compliance Fee \$50.00 together with actual costs incurred by Landlord to cure such violations, for failure to comply with written rules or policies within this Agreement, which shall include but not be limited to failure to clean up pet waste, failure to clean up garbage, rubbish, and other waste from the Property.
- Occupancy Violation Fee \$50.00 *No roommates or extra people allowed. Violation of Lease you will be evicted.*
- Parking Violation Fee \$50.00
- Pet Agreement Violation Fee \$50.00 together with removal of pet or submission of pet security deposit if pet allowed by Landlord.
- Smoke Detector Fee \$250.00 for the removal or tampering with a properly functioning smoke detector under Oregon Law (ORS 479).
- Utility Non-Payment Fee of the unpaid utility bill required to be paid by Landlord. 1.5 times the utility bill. Orgon code 90.302

Tenant Initials \_\_\_\_\_

**4. Repeat Violations.** Landlord may terminate the rental agreement for cause (other than late rent) and take possession of the premises by providing written notice to Tenant and allowing Tenant the right to cure the violation pursuant to ORS 90.392. However, if a written notice for cause is for substantially the same act or omission that constituted a prior violation for which notice was given within the previous six months, Tenant does not have the right to cure the violation.

**5. Use of the Property.** Tenant shall use the Property only for residential purposes. Tenant shall not use or allow the use of the Property in any way that interferes with other tenant's use and enjoyment of the Property or neighboring property. Tenant shall not use the Property for any illegal or improper use. Additionally, Tenant shall comply with all Zoning Ordinances, Protective Covenants and Deed Restrictions.

**6. Occupancy.** Property includes \_\_\_ bedrooms and \_\_\_ bathrooms. No more than one person per bedroom. This excludes persons under the age of four (4) years of age. Guests of the Tenants are limited to no more than 5 guests at any given time for no longer than a 10 day period without prior approval.

**7. Parking.** Parking is limited to one (1) car ONLY per unit. Must provide registration and license plate. Vehicles shall be parked on the driveway or in the garage only. If not driven daily, cannot park on property. Street parking in front of the Property is limited to short term visitors only. Parking of ancillary toys such as RVs, boats, trailer etc. are subject to the terms of any CC&Rs in place for the community or no longer than 48 hours at any given time.

**8. Pets.** Pets are not permitted in the house or on the Property without prior approval of Landlord and payment of a Pet Deposit. This includes visiting pets. Maximum number of pets is two (2). Tenant is responsible for any and all damage caused to the Property by any pet residing in, or visiting the Property.

**9. Smoking Policy.** Smoking is prohibited within the residence or garage. Smoking is permitted only outside the residence and away from any windows that would allow the smoke to enter the residence. Tenant is responsible for any damage or litter caused by smoking on the Property.

**10. 100-Year Flood Plain.** The Property  is  is not located within a 100-year flood plain as determined by the National Flood Insurance Program of the Federal Emergency Management Agency.

**11. Carbon Monoxide.** The Property D does D does not have a carbon monoxide source. If Property has a carbon monoxide source, the Property shall contain one or more carbon monoxide alarms installed in compliance with State Fire Marshall rules and the state building code. Landlord shall provide Tenant written notice and instructions for testing of the alarms prior to Tenant taking possession of the Property. Tenant must provide Landlord with written notice of a deficiency in a carbon monoxide alarm, other than dead batteries so that Landlord may repair or replace the device.

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**12. Deposits.** Landlord and Tenant shall complete a Move-In Inspection of the Property prior to Tenant's possession to acknowledge any deficiencies in the Property. Landlord and Tenant shall complete a Move-Out Inspection of the Property within three (3) business days of the date Tenant vacates the Property. Any new items not included on the Move-In Inspection shall be the responsibility of Tenant. Failure of Tenant to perform Move-Out Inspection with Landlord shall remove Tenant's ability to object to damage or cleaning charges determined by Landlord as necessary for the Property. Landlord will return Deposits within 31 days of the date of Tenant's vacancy of the Property, less the costs for reasonable cleaning and repair of damages to the Property as noted on the Move-Out Inspection Report, less the cost of unpaid utilities by Tenant, less any unpaid fees identified within Item 3 of this Agreement. Deposits may not be used towards Rent payments due. If Landlord sells or assigns the Property, Landlord shall have the right to transfer Tenant's Deposit to the new owner or assignee to hold under this Lease and upon doing so Landlord shall be released from all liability to Tenant for return of said Deposit.

**13. Tenant Responsibilities.** Tenant agrees to accept responsibility for the following:

- Tenant responsible for their portion of water bill.
- Tenant responsible for repairing air conditioning units.
- Removal of snow in a timely fashion directly in front of residence along any public sidewalk and/or access way. (DO NOT USE ICE MELT)
- Abide by CC&R's, Rules, Regulations and Guidelines of the Owners Association. Failure of compliance may result in fine assessment, which shall be the responsibility of Tenant and shall constitute Tenant default of this Agreement.
- Tenant covenants to conduct business in compliance with any and all governmental rules, regulations and laws.
- Tenant shall comply with all obligations imposed upon Tenant by applicable provisions of building, housing and health codes; maintain the Property in good condition during the entire length of this Agreement and shall neither cause nor allow any abuse of the facilities therein.
- Tenant shall inform Landlord of any condition that may cause damage to the Property. If the Property, or any part of the Property, is partially damaged by fire.
- Upon the termination or expiration of this Agreement Tenant shall redeliver the Property including any amenities, furniture, appliances and any other applicable aspects of the Property, in as good condition as at the commencement of the Agreement or as may be installed during the term of the Agreement. Reasonable wear and tear from use and obsolescence to the Property shall be excepted.
- Tenant to pay Property Taxes 45 days prior to "Late" date.
- Tenant must purchase Insurance and send copies to landlord. No exceptions.
- Furnace filter must be changed by tenant every 2 months or sooner. Furnace will stop if not completed. Cost of service is tenant responsibility.
- Must show Property to prospective tenants upon request. Failure to do so, \$50 Fee per occurrence.
- Failure to let Landlord or Agent into Property for inspection after 24 hr notice posted: \$50 Fee per occurrence; plus cost of notice \$75; plus cause for 30 day eviction per Oregon law statute 90.322.
- \$50 per month fee if insurance is not in place and not in our office.

**14. Utilities.** All utilities are the responsibility of Tenant and must be transferred into the name of Tenant starting on the first day of the Leasing Period. Tenant shall notify Landlord prior to terminating utility service to the Property to enable Landlord to have service transferred into Landlord's name without service interruption. Failure of Tenant to provide such notice to Landlord shall make Tenant liable for any additional charges or damages incurred by Landlord as a result of service termination. If utilities not paid 7 days after being notified by any means (text, email or posted) Landlord may start eviction proceedings and charge fee of 1.5 times the bills. \$150 fee per utility if tenant does not notify Landlord that utilities are being shut off.

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**15. Amenities.** The Property includes use of the following amenities:

- Paid HOA dues (by the Tenant)
- Community Swimming Pools
- HotTub
- Picnic Pavilion
- Basketball Court
- Walking paths
- ClubHouse
- Soccer Field
- Open grass area
- Workout Room
- Other:

**16. Appliances.** The Property includes the following appliances and features for Tenant use:

- Dishwasher
- Microwave
- Washer and Dryer
- Gas fireplace (not intended as a sole heat source)
- Whole House Vacuum
- Fencing
- Front Yard Landscaping Maintenance
- Back Yard Landscape Maintenance
- Other:

**17. Properly Alterations.** Tenant shall not make any alterations, additions or improvements to the Property (including the application of paints, stains, nails or screws to the woodwork, walls, floors or furnishings) without first obtaining the express written consent of Landlord.

**18. Insurance.** Tenant acknowledges that Landlord's insurance does not cover Tenant's personal property. Landlord shall not be responsible for damage caused by fire, theft, rain, war, acts of God, acts of others and/or any other causes, nor shall Landlord be held liable for such losses. Tenant is hereby advised to obtain a Renter's Insurance policy to cover Tenant's personal property.

**19. Landlord Entry of Property.** In addition to the rights provided by the laws applicable to the State of Oregon, Landlord shall have the right to enter the Property after providing a 24 hour notice of entry. Notice shall be for the purpose of showing the Property to prospective tenants or purchasers, inspecting the Property, making such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the Property and to remove any alterations, additions, fixtures and any other objects which may be affixed or erected in violation of the terms of this Agreement. Tenant agrees to waive notice in the event that Tenant provides written or verbal authorization for Landlord's entry. In the event of an emergency, no prior notice will be given but a notice of entry will be provided within 24 hours of the emergency entry.

**20. Possession and Surrender.** At the termination of this Agreement, Tenant shall immediately surrender the Property to Landlord in the same condition as at the start of the Agreement, reasonable wear and tear elements accepted. Tenant shall return a complete set of keys, including any postal, amenity access cards, or garage door remote controls provided during the term of this Agreement to Landlord and provide in writing, Tenant's forwarding address. If any of Tenant's possessions remain in the Property after the expiration or termination of this Agreement without Landlord's written permission, Landlord may recover possession of the Property in the manner provided for by law and impose additional rent and damages charges, which may include damages due to Landlord's loss of prospective new tenants. \$150 fee for mail box keys if not given to Landlord. \$150 fee for not returning garage door opener.

**21. Lease Extension.** Tenant may extend the length of this Agreement by contacting Landlord by which is sixty days prior to the expiration of this Agreement. Landlord shall then provide Tenant with a written Lease Extension (the "Extension") detailing the timelines and lease rates to be in effect during the Extension period. Landlord may increase the Lease Rate to reflect current market leasing rates. Lease extensions for period of less than six months typically include an increase in the Lease Rate of at least 10%. Tenant must return a signed copy of the Extension to Landlord within one week of its receipt by Tenant for the Extension to be effective. Landlord, at Landlord's sole option, may accept or deny an Extension request. If an Extension is denied, or Landlord does not receive the Extension form signed by Tenant in the required timeframe, then Tenant must move out at the end of the Leasing Period. In the absence of a signed Extension between Landlord and Tenant, the Lease Rate shall automatically increase by 10% per month, but in no event less than \$50 per month.

**22. Termination.** Tenant shall provide Landlord with 60-day's notice of their intent to vacate the Property no earlier than 60 days prior to the expiration of the Lease Term. Such notice shall include a single forwarding address for Landlord Notices and Deposits. After expiration of the Lease Term, and in the absence of a written Lease Extension between Landlord and Tenant, or in the event of default under this Agreement by Tenant, then Tenant shall be required to vacate the Property, and shall receive Notice of Termination from Landlord. Where laws require "just cause", such just cause shall be stated on the Notice. The premises shall be considered vacated only after all areas including storage areas are clear of all Tenant belongings and keys and other property furnished for Tenant use are returned to Landlord. Should Tenant fail to vacate by the termination date Tenant shall be liable to Landlord for additional prorated daily rent and damages, which may include damages due to Landlord for loss of prospective new tenants.

**23. Early Termination.** Should Tenant wish to terminate this Lease prior to the expiration of the Leasing Period, Tenant must provide Landlord with a written Termination Notice of not less than sixty (60) days written notice to vacate together with an ***Early Termination Fee equal to one and one-half times the monthly lease payment.*** The Early Termination Fee is separate from any Security Deposits that Tenant has paid and Tenant may not apply Security Deposits to the Early Termination Fee. Failure of Tenant to provide 60 days written notice will make Tenant liable for up to 60 days

additional rent. Tenant shall provide Landlord with a single forwarding address for notices and accounting.

Tennant Initials \_\_\_\_

**24. Abandonment.** Abandonment is defined as absence of Tenant from the premises for a period of seven (7) or more consecutive days while lease payments or any owing monies remain unpaid - whereupon Tenant will be considered in breach of this Agreement and the Lease terminated. If Tenant abandons the Property during the term of this Agreement, Landlord may enter the Property by any legal means, without being liable for such entering and without becoming liable to Tenant for damages caused upon entering. Landlord may consider any personal property belonging to Tenant and left: on the property to also have been abandoned, in which case Landlord may dispose of all such property in the manner outlined by state law without becoming liable to Tenant for doing so. Landlord will make reasonable efforts to lease the abandoned Property for fair lease value. If Landlord leases the Property for a term beginning before the expiration of the Lease Agreement, the Lease Agreement terminates as of the date of the new tenancy. Tenant shall be liable for any remaining funds due to Landlord through the term of this Agreement if a new tenant is not found.

**25. Assignment, Sub-Let, and License.** Tenant shall not assign this Agreement, sub-let or grant any license to other person(s) for the use of the Property or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement rendering Tenant liable for any remaining funds through the end of the lease term.

**26. Default.** Subject to any 72-hour notice or other legally permitted notice pursuant to the Oregon Residential Landlord Tenant Act if Tenant fails to fulfill or perform any obligation under this Agreement, Tenant shall be in default of this Lease. Tenant shall receive 30 days' notice by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option cure such default and the cost will be added to Tenant's financial obligations under this Agreement, or declare Tenant in default of the Agreement. Landlord may re-enter the premises and re-take possession of the Property in the event of default. After default, Tenant may be held liable for the balance of the unpaid rent under this Agreement if Landlord cannot obtain a replacement tenant for the Property during the remaining term of this Agreement. All costs directly associated with obtaining a replacement tenant for the Property will be deducted from Tenant's security deposit. These costs may include, but are not limited to; advertising, repairs, showing and mailings.

**27. Late Rent.** Rent is due on the 1<sup>st</sup>. Rent is late on or after the 2<sup>nd</sup>. If rent is not paid by the 1<sup>st</sup>, a 72-hour notice shall be issued by posting of said notice on the front door of the premises together with a first-class mailing of said notice to the subject premises on the same day. (required) Tenant may provide notice to landlord by mailing the notice by first class mail to landlord at the address designated in the rental agreement.

Tenant Initials \_\_\_\_



**28. Legal Fees.** If Tenant is in breach of this Agreement and Landlord finds it necessary to enforce this Agreement, or collect lease or other damages through an attorney or in a legal action, Landlord shall be indemnified by Tenant for any reasonable attorneys' fees and out-of-pocket costs which in any way relate to, or were precipitated by the breach of this Agreement by Tenant.

**29. Waiver.** Landlord's failure to enforce or insist on compliance with any provisions of this Agreement shall be deemed neither a waiver nor a limitation of Landlord's right to enforce or insist on compliance with other the provisions of the Agreement.

**30. Binding Effect.** Except as otherwise provided in this Agreement, all of the covenants, conditions and provisions of this Agreement shall apply to and bind the parties and the heirs, personal representatives, successors and assigns of the parties.

**31. Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

**32. Severability.** Should any conflicts arise between Tenant and Landlord regarding any part of this Agreement, the applicable legislation of the State of Oregon will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the State Laws. Furthermore, any provisions that are required by State Laws may be subsequently incorporated into this Agreement. In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**33. Time is of the Essence.** Time is of the essence in this Agreement.

**34. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

**35. Amendment of Agreement.** Any amendment or modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if evidence in writing signed by both parties.

**36. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Agreement may not be amended, modified, extended or supplemented except by written instrument executed by Landlord and Tenant. Landlord has made no representation or warranty to Tenant except as herein expressly set forth.

**\*\* Email or Text is sufficient for all notices.**

Tenant Initials \_\_\_\_

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Landlord: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant #1: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant #2: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant #3: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant Initials \_\_\_\_