

Date 5/14/2009

1. DWELLING UNIT

2. TENANCY

\_\_ Month-to-Month Beginning \_\_ Rent Due the 1<sup>st</sup> day of the month

\_\_ Fixed Term Lease Beginning: Ending: Total amount of lease \$ payable in monthly rent payments of \$ per month due on the 1<sup>st</sup> day of the month.

3A. PARTIES – LANDLORD: Easom Property Management, Inc. is the property owner’s agent.

Name, mailing address for payment of rent and/or service of notice

Easom Property Management, Inc., 175 14<sup>th</sup> Street, Suite 120, Astoria, OR 97103

Make rent payable to: Easom Property Management, Inc.

Landlord telephone numbers: General (503) 325-5678 Emergency Pager (503) 325-5678 Ext 120

Fax (503) 325-4844

Notices: Pursuant to Section 11(c) of the Terms and Conditions, the landlord will allow service of notices by “post and Mail”. First class mail shall be to the above address and attachment at the following address/location:

175 14th Street, Suite 120, Astoria, OR 97103

3B. PARTIES – OCCUPANTS

List all individuals, hereafter referred to as “tenant” who are authorized to occupy the dwelling. See Terms and Conditions for restrictions. Wherever the term “tenant” is used, the term shall apply in the singular or plural.

4 VEHICLES

5 PETS

\_\_ Pets and/or aid animals are accepted subject to the terms and conditions of the addendum

\_\_ Animals or pets are strictly prohibited.

6. UTILITY PAYMENT RESPONSIBILITY:

#1) Landlord or Tenant responsibility as indicated by “X”

#2) Pursuant to ORS 90.315(2) utility or service which Tenant pays directly to a utility or service provider which benefits, directly, the Landlord or other Tenants indicated by “2”

#3) Landlord payment indicated by “3” See Section 7

	TENANT	MGMT
Water, Sewer		
Electric		
Oil		
Gas		
Garbage*		

\*ALL TENANTS ARE REQUIRED TO HAVE GARBAGE SERVICE

7. If under Section 6, the landlord has indicated a “3”, the landlord has elected to bill the tenant for the indicated utilities. The rate shall be \_of the total or according to the following formula Utilities for the common area, if any, will be billed separately from those utilized by dwelling units. Billing will be on a monthly basis and must be paid by the 5<sup>th</sup> of the following month.

8. APPLIANCES INCLUDED

Range		
Refrigerator		
Dishwasher		
Washer		
Dryer		
Garbage Disposal		
Garage Door Opener		# of Remotes

9. RECYCLING The landlord identifies the availability of recycling as follows:

\_\_ Provided on Site

\_\_ Provided by the hauler

\_\_ Not provided and is the responsibility of the tenant.

10. REAL ESTATE DISCLOSURE

\_\_ The landlord identifies that the property is four units or less and is in a form of foreclosure.

**11. FINANCIAL TERMS**

- a. Rent \$ due and payable on the 1<sup>st</sup> day of the month
- b. Fees chargeable during tenancy:
  - 1. Return check Charge \$25.00
  - 2. Smoke Detector Tampering \$250.00
  - 3. Late Fee \$100.00 will be assessed if rent is received at the place of payment after the 5<sup>th</sup> of the month.

**12. MOVE-IN ACCOUNTING**

**CHARGES:**

- a. Rent from to
- b. Last Month's Rent Deposit
- c. Fee for reasonable anticipated landlords expenses
  - 1. Cleaning of floor coverings 0.00
  - 2. Lock Change Fee
- d. Security Deposit

**Total Due** \$

**CREDITS:**

- a. Reservation Deposit (0.00)
- b. Special Program for month (0.00)
- c. (0.00)

**Total Credits** \$(0.00)

**NET AMOUNT DUE** \$

Memo: if move-in is during the month and a full month's rent is required upon move-in, the proration of the next month's rent in the amount of \$ n/a will be due on the first of the next month.

**13. SMOKING:** Smoking is not permitted in the dwelling. Smoking is permitted on the premises.

**14. MAINTENANCE AND REPAIR CHARGES:** Repairs or maintenance of tenant-caused damage and/or cleaning above ordinary wear and tear will be billed as subcontracted by the Landlord.

**15. LANDSCAPE MAINTENANCE:** \_\_\_ Landlord: \_\_\_ Tenant shall be responsible to properly and adequately cultivate lawn, shrubbery & grounds. Failure to maintain the landscaping in a condition acceptable to the landlord shall result in the tenant being charged for necessary work in addition to other penalties.

**16. IN CASE OF EMERGENCY:** The tenant may contact the landlord at the address or phone number given below. In case of emergency, the landlord may contact the following parties (name, address, phone):

**17. ADDENDUMS:** made part of this agreement and agreed to by landlord and tenant:

- a. Smoke Detector Addendum
- b. Move-in/Out Inspection Addendum
- c. \_\_\_ Pet/Aid Animal Addendum
- d. \_\_\_ Pre-1978 Construction Lead-Based Paint Addendum
- e.

**18. Date:** \_\_\_\_\_ I (WE) HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND ALL RULES AND REGULATIONS LISTED ON THE ATTACHED PAGES.

**TENANT** \_\_\_\_\_

**TENANT** \_\_\_\_\_

**TENANT** \_\_\_\_\_

**TENANT** \_\_\_\_\_

**19. Landlord: Easom Property Management, Inc.,** by \_\_\_\_\_ Date \_\_\_\_\_

**1. OREGON LANDLORD/TENANT LAW:** Landlord and tenant agree to abide by all state, federal, local laws or adopted rules and regulations. Tenant agrees not to permit or allow any acts to be done in, on, or within the immediate vicinity of said premises which violate any law, rule or regulation.

**2. REQUEST FOR REASONABLE ACCOMMODATION:** Any request for reasonable accommodations as required by the federal or state Fair Housing law, shall be made by the tenant in writing to the landlord specifying the request and the nature of the accommodation requested.

**3. RENT:** Rents are due and payable on the first of the month, unless otherwise indicated. If rent is not paid by the fifth day of the month, a late fee in the amount stated on the rental agreement will be assessed. Tenant(s) are individually, jointly and severally liable for the rent and other charges. Payments made by tenants which are returned as nonnegotiable may result in the application of a late fee, other penalties and the requirement that subsequent payments be made by money order or cashier's check.

**4. ASSIGNMENT OR SUBLETTING:** The tenant agrees that the dwelling unit will not be occupied by any other persons than those listed as tenants. Any person not named as a tenant who remains on the premises a substantial amount of time, either day or night, shall be considered a guest. Guest(s) staying more than fourteen (14) days and/or nights in a calendar year must have the written permission of the landlord.

**5. CHANGE IN OCCUPANCY:** If one tenant vacates the dwelling unit, any remaining tenants must notify the landlord within three (3) days of the change in occupancy. The remaining and/or additional tenants may be subject to the landlord's screening procedures. Failure to report any change in occupants of the dwelling unit may result in the termination of the rental agreement and penalties for rental agreement violations. The security deposit shall stay with the unit until the last tenant has vacated the unit. Tenant's are responsible for inter-tenant agreements regarding the security deposit or fees.

**6. CONTROL OF COMMON AREAS:** The landlord and any person identified as the "person in charge" pursuant to ORS 164.205(5) shall retain control over any and all common areas. Common areas are shared facilities such as laundry rooms, swimming pools, courtyards and other areas of general use. If identified, the landlord may implement exclusion rules for all common areas. Such rules will apply to nontenants only. Exclusion rules shall be posted or made a part of this agreement as well as provided to the law enforcement agencies in the area.

**7. PERSONAL PROPERTY:** Tenant agrees to not destroy, damage, deface or remove any part of the premises or permit any person to do so and to assume all liability for damages, other than ordinary wear and tear or those caused by the landlord. The landlord will not be liable or responsible for loss or damages to articles or property belonging to the tenant(s). The tenant **SHALL MAINTAIN FIRE AND THEFT INSURANCE** for their personal property AND **Insurance Company to issue a certificate of insurance to Easom Property Management, Inc.**

\_\_\_\_\_ (TENANT INITIALS)

\_\_\_\_\_ (TENANT INITIALS)

**8. LOSS RECOVERY:** The tenant agrees that the landlord has the right to recover from the tenant any loss caused by fire, vandalism or other acts of misuse by the tenant or their guests. The landlord reserves the right to assign such right to their insurance carrier.

**9. USE OF PREMISES:** (a) At the commencement of the rental agreement, the tenant accepts that the unit and its premises are safe for reasonable and foreseeable uses. Any unsafe condition shall be noted on the Move-In/Out Addendum

(b) Tenant is to use the premises for a dwelling unit and not conduct any commercial activity or services for compensation in or on the premises without the written consent of the landlord. Day care shall be considered a business.

(c) Tenant and their guests shall conduct themselves in a manner not to disturb the peaceful enjoyment of others. Tenant shall restrict all sound or noise so as not to be heard outside the unit. Tenants and their guests shall not be permitted to play or loiter in halls, stairways, entrance of buildings or other common areas except in those areas designated by the landlord.

(d) Alcoholic beverages shall not be consumed in the common areas.

(e) Tenant or their guests shall not be permitted to operate recreational vehicles or equipment in common areas except as designated by the landlord.

(f) Tenant agrees to keep all areas of the premises under their control clean, sanitary, and free from the accumulation of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Medical waste such as needles, blood products, and related articles are to be disposed of as "medical waste" as required by law. Patios, porches and stairways are to be kept clean and orderly and are not to be used for general storage. The landlord's definition of clean shall be the final definition.

(g) Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities or appliances on the premises in a reasonable manner. Telephone wiring and services within the unit shall be the responsibility of the tenant.

(h) Tenant shall immediately report in writing all malfunctions of equipment, failure of essential services, or need for repair. Damage caused by the tenant such as stoppage of waste pipes or overflow of toilets, bathtubs or defective faucets shall be paid by the tenant as well as any damage to the building or furnishings other than ordinary wear and tear.

(i) Tenant shall not tamper with the exterior lights, furnace, refrigerator, or other appliances or make any alterations of any nature on or to the premises. Hooks, nails, screws or other attachments shall not be installed in any ceilings. Attachments, including but not limited to signs, that affect the exterior appearance of the unit shall require the written consent of the landlord.

(j) Locks may not be tampered with or changed without the written consent of the landlord. Entrance doors to the building, if designated, shall be kept locked. Entrance doors and windows of the tenants' dwelling unit shall be kept locked. Tenant shall immediately notify the landlord in writing if locks fail to operate properly.

(k) In the event of severe temperature changes, tenant shall take reasonable preventive measures to prevent pipes from freezing including but not limited to maintaining adequate heat, cover any foundation vents, and disconnecting exterior hoses.

(l) Landlord shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services arising out of any accident, act of God or occurrence beyond the control of the landlord. The tenant shall be limited to the rights and remedies specified by law.

(m) Tenant shall not store gasoline, combustibles, or other flammable liquids inside the unit, on the sidewalk, porches or patios except as permitted by the Fire Department and insurance regulations. Tenant shall use smoking materials with caution and properly dispose of ashes and materials. Bar-b-ques and similar equipment shall not be operated within 10 feet of the building or as restricted by rule.

(n) No animals, aquariums, water beds, pianos or organs are allowed without the written consent of the landlord. Food for animal(s) shall not be located outside the dwelling unit.

(O) The use of designated and off-street parking shall be limited to vehicles in drivable condition which are properly licensed and insured. No vehicle repair, including the changing of oil, shall be made without the written consent of the landlord. Unauthorized vehicles or vehicles parked in other than a designated space shall be towed at the vehicle owner's expense.

**10. RIGHT OF ACCESS:** (a) Tenant shall not unreasonably withhold consent to the landlord to enter the premises or the dwelling unit to inspect, make necessary or agreed repairs, decorations, alterations or improvements, or to show the unit to prospective tenants or purchasers.

(b) Landlord may enter without consent in an emergency and shall provide tenant with a post-entry notice of the entry and its purpose.

(c) Landlord may issue a 24 hour notice of entry for necessary inspections or repairs pursuant to ORS 90.322(e).

**11. NOTICES:** (a) Notices shall be either actual (verbal or fax) or written as provided by law.

(b) Tenant shall notify landlord of any anticipated absence from the premises in excess of seven (7) days, not later than the first day of absence.

(c) All notices from the landlord to the tenant may be served by personal delivery, first class mail, or first class mail and attachment to the main entrance of that portion of the premises to which the tenant has possession. All notices from the tenant to the landlord may be served by personal delivery, first class mail, or first class mail and attachment at the address/location indicated in the front side of this agreement, if indicated.

(d) The tenant shall notify the landlord in writing of any post office box or telephone number to be used by the tenant.

(e) The tenant agrees to provide the landlord a forwarding address at the time of termination.

**12. TERMS AND CONDITIONS:**

(a) Week-to-week tenancy.

1. The landlord reserves the right to raise the rent with a seven (7) day written notice.

2. Either the landlord or tenant may terminate this agreement with a written ten (10) day notice.

(b) Month-to-month tenancy.

1. The landlord reserves the right to raise the rent with a 30 day written notice.

2. Either the landlord or the tenant may terminate this agreement with a written 30 day notice.

3. If the tenancy is for land and the structure is owned by the tenant, this agreement may be terminated with a 180 day notice.

(c) Fixed term tenancy:

1. The landlord reserves the right to raise the rent with a 30 day written notice.

2. Either the landlord or tenant shall give a minimum 30 day written notice of the intent not to renew the lease.

3. Failure by either party to give a notice of intent not to renew will allow the rental agreement to automatically convert to a month-to-month tenancy with all terms and conditions of this agreement continued.

(d) In the event the landlord must bring an action to enforce any provisions of this agreement, the Landlord/Tenant Act, or other statutes, the landlord shall be entitled to, in addition to costs, reasonable attorney's fees and/or prevailing party fees.

(e) At the time of the termination of tenancy, any goods, chattels, motor vehicles, or other property left on the premises shall be considered abandoned property and disposed of as provided by Oregon law.

**13. SECURITY DEPOSIT:** During tenancy or at the termination of tenancy, the security deposit, if any, shall be used to secure the performance of the rental agreement including but not limited to cleaning and damage above ordinary wear and tear, pet damage, nonpayment of rent, utilities, fees assessed or other charges during tenancy, and/or failure to give notice as required by this agreement or statute. If the landlord is a real estate licensee managing the property as the agent for the owner, the security deposit may be held in an interest bearing account or if indicated may be transferred to and held by the owner.

**14. APPLICATION OF FEES:** Upon termination of tenancy and delivery of possession, landlord shall first apply fees collected, if any, to the related landlord expense. Any outstanding balance due, if any, will be deducted from the security deposit.

**15. TERMINATIONS RIGHTS AND RESPONSIBILITIES:**

(a) If rent is more than four (4) days past due, the landlord may issue a 144 hour notice, terminate the rental agreement and take possession according to law.

(b) If rent is more than seven (7) past due, the landlord may issue a 72 hour notice, terminate the rental agreement and take possession according to law.

(c) If the tenant, someone in the tenant's control, or the tenant's pet threatens to inflict or actually inflicts personal injury upon the landlord or other tenants, inflicts injury upon any person on the premises with the consent of another tenant or the landlord, inflicts injury upon another located within the immediate vicinity of the property, intentionally inflicts substantial damage to the premises or commits any act which is outrageous in the extreme, including illegal activity, a 24 hour notice to terminate may be served upon the tenant.

(d) Upon any material noncompliance of this agreement, the landlord may issue a 30 day notice and if the breach is not remedied within 14 days, the rental agreement may be terminated and the landlord may take possession pursuant to Oregon law.

(e) Any omission, misstatement or falsification by the tenant on the application or the rental agreement, may be grounds for termination of tenancy at the option of the landlord.

(f) Nothing in this agreement shall limit the right of the tenant or landlord to terminate this agreement as provided by law.

(g) If at some future date a portion of this rental agreement should be ruled unenforceable by the courts, it shall only affect that portion of the rental agreement and all other provisions of the rental agreement shall remain in force.

(h) Any interference by a tenant or guest of a tenant with management of the property may be considered a material noncompliance and result in the termination of tenancy.

## DEPOSIT REFUND

***The refund of your deposit will be based, on cleaning the following items after moving out:***

1. All appliances inside and out.
2. Cabinets and drawers inside and out.
3. Light Fixtures. Make certain bulbs present and working.
4. All floors. Wax as necessary. Baseboards and door casings. Carpets vacuumed.
5. All fabric window coverings cleaned professionally; receipt to be provided to manager
6. Ceilings and walls.
7. Heating units; vacuumed as necessary
8. Fireplace and hearth.
9. all plumbing fixtures
10. Shower tiles/enclosure including tracks and doors.
11. All windows, window sills, and tracks
12. All doors inside and out including tracks.

***In addition, the following need to be completed:***

1. All garbage/trash/debris removed to appropriate receptacle.
2. Lawns and grounds trimmed and mowed, if applicable.
3. Final utility bills paid
4. All keys must be returned.
5. Forwarding address provided to manager
6. Property is as good condition as when received – ordinary wear and tear accepted.

# **MOLD AWARENESS**

## **WHAT IS MOLD AND WHAT ARE YOUR RESPONSIBILITIES**

Mold is a fungus, a sponge-like organism, in the same family as yeast and mushrooms. Mold is everywhere. Molds produce tiny spores that float continuously through the air, indoor and out. When mold spores land on a damp spot indoors, they often begin to grow, particularly if the moisture problem is not corrected quickly. Molds can grow on wood, ceiling tiles, drywall, paper, carpet and foods. There is no practical way to eliminate all mold and mold spores indoors. The way to control indoor mold growth is to control moisture. Moisture comes into your home in a variety of ways: leaks in the roof or walls, seeping into the basement, taking a shower, cooking even breathing. If mold grows in your home, you must both clean it up *and* fix the water problem. You are unlikely to get mold growth if the humidity is below 40%.

### **HOW YOU CAN MINIMIZE LIKELIHOOD OF MOLD GROWTH**

- Use the bathroom fan whenever you use the bathroom. Leave it running for thirty minutes after bathing or showering.
- If your bathroom doesn't have a fan, open the window and leave it open for thirty minutes after bathing or showering.
- Use the kitchen fan whenever cooking. If there isn't one, crack a window open.
- Use the fan (or crack open a window) in the laundry area when running the clothes washer or dryer.
- If moisture condenses on windows or walls, turn up the thermostat on your heat source.
- Open doors between rooms and to closets to increase air circulation.
- Cover fish tanks.
- Don't keep too many house plants, and don't over-water the ones you keep.
- Keep the temperature above 55 degrees.
- Open several windows for at least an hour twice a week to change the air in your home.
- Dry any water that spills on carpets or rugs.
- If you have an air conditioner, be sure it isn't leaking anywhere.
- Use a dehumidifier.

### **IF YOU SEE MOLD**

- Clean mold off hard surfaces as soon as possible. Use a mild bleach solution (one cup of bleach to one gallon of water), then dry completely.
- If mold gets into porous surfaces, such as rugs or stuffed furniture, you should probably throw them away.
- If you clean up mold, consider using an N-95 respirator (available in many hardware stores) to limit your exposure to mold and mold spores.

### **WHAT YOU SHOULD REPORT TO YOUR LANDLORD**

- Leaks anywhere; in the roof, gutters, walls, doors, or windows for instance.
- Water in basement or crawlspace under your home.
- Leaking pipes.
- Sweating pipes or toilets.
- Dripping faucets.
- Running toilets.
- Any reappearance of mold after you've cleaned and removed it.
- Any recurring dampness or moldy smell.
- Non-working fan

# SMOKE DETECTOR ADDENDUM

Date 5/14/2009 TENANT(S):

Unit Address:

City: State: Oregon Zip:

Pursuant to ORS 90.320 a smoke detector of the following type has been installed in the above identified rental unit: hard wired electric with battery backuppermanently installed 10 year battery with identified hush feature.

**TENANT RESPONSIBILITIES:** Pursuant to ORS 90.325, it shall be the responsibility of the tenant to test all smoke detectors at least once every six months and replace batteries, if applicable, as needed. If the smoke detector is electrically hardwired, it is the tenant's responsibility to maintain electrical service at all times during tenancy.

**TESTING ALARM:** Test by pushing the button on the cover. The alarm will sound if all electronic circuitry, horn and/or battery are working. If no alarm sound is heard, the unit has a defective battery or other failure.

**HUSH FEATURE:** If the smoke detector is equipped with a hush feature, the alarm sounding may be temporarily stopped by pushing the designated button.

**NOTIFICATION OF DEFECTIVE SMOKE DETECTOR:** If upon testing, it is determined that the smoke detector does not function and such malfunction is not corrected by the replacement of a battery, the tenant shall immediately notify the landlord in writing.

**REMOVING OR TAMPERING:** It is a violation of the law to remove or tamper with a properly functioning smoke detector, including removing working batteries or the nonpayment of electrical service which may render the smoke detector inoperable. Should the tenant, or anyone under the tenant's control, cause the smoke detector to be inoperable, the landlord may assess a penalty of \$250.00 and/or may terminate the rental agreement.

The tenant hereby acknowledges receipt of the testing instructions, notice of responsibility for the replacement of batteries, if needed, and the implementation of a rental agreement violation fee of \$250.00 for tampering with the smoke detector.

Date \_\_\_\_\_ **Tenant(s) Acceptance** \_\_\_\_\_

Agent: **Easom Property Management, Inc.**  
**175 14th Street, Suite 120**  
**Astoria, OR 97103**  
**Phone (503) 325-5678**

\_\_\_\_\_  
Tenants Initials