

TERMS AND CONDITIONS

Form MFA1 - OR © June 2007 Metro Multifamily Housing Association, Inc. NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION

- RENTS:** Rents 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 month a late fee in the amount stated on your Rental Agreement will be imposed on the 5th day of the month. Partial payments will not be accepted without prior management approval. To protect Owner and its agents, Owner may refuse to accept cash payments or rent, rent payments from anyone other than the Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner may require Resident to make all future rent payments by certified check or money order. Month to month rents may be increased with a 30 day written notice. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by the 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.
- NONPAYMENT OF RENT NOTICES:** If rent is not paid by the end of the 4th day of the month, Owner may issue on the 5th day of the month a 144 hour notice of nonpayment of rent. This provision does not waive Owner's right to issue a 72 hour notice of nonpayment of rent on the 8th day of the month.
- APPLICATION OF PAYMENTS:** All payments made by Resident to Owner after the tenancy commences, no matter how designated by Resident, may be applied by Owner as follows: first to any outstanding amounts due landlord for damages / repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior months; third, to the current month's rent, and last, to outstanding late charges.
- EARLY TERMINATION OF LEASE:** If this is a lease for a set term, failure by the Resident(s) to complete the term because of a voluntary termination by Resident(s) or termination by the Landlord for a Resident breach will expose Resident(s) to the payment of damages. If the early termination box is checked on the front of this agreement to allow Resident(s) to terminate early without uncertainty as to the amount that will be owed as a result, it is agreed that upon any failure of Resident(s) to occupy the unit for the full term, for any reason, Resident(s) will pay to Landlord, in lieu of all other damages or amounts that could be recovered, all of the following: a) the value of all concessions given to the Resident(s) by Owner; b) all rent through the date the unit is vacated, c) to the extent not included in a) and b) an amount equal to rent for 30 days after Resident(s) written notice to vacate, or if no notice, for 30 days after the vacation date; d) an early termination fee in the amount set forth on the front of this agreement, or if none stated, equal to one month's stated rent; e) all unpaid fees and other non-rent charges accrued prior to the vacation date; f) all damages relating to the condition of the unit; and g) interest on the above amounts at the statutory rate from the date each was due. Items a, c and d are due on the earlier of the date Resident(s) give notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this agreement. If the early termination box is not checked Resident may be liable to Landlord for all 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, concessions given to re-rent the unit, and all turnover costs.
- TERMINATION BY TENANT:** A 30 day written notice to terminate will be required for a month to month tenancy. If the tenancy is for a set term, Resident must give Landlord written notice of intent to vacate at least 30 days prior to the end of the term or the tenancy will, at the option of Landlord, convert to a month to month tenancy automatically, with all conditions, rules and regulations continuing.
- PETS:** No cats, dogs or other pets capable of causing damage to persons or property are allowed without a signed Pet Agreement, and a pet fee paid by the Resident. The Resident will be responsible for any and all damage caused by their pets.
- WATERBEDS:** Waterbeds are permissible only with proper insurance and written approval by management.
- MUSICAL INSTRUMENTS:** Pianos and organs are not allowed without the written consent of management.
- OCCUPANTS:** The residence will be used only for housing persons listed on the Rental Agreement. Additional Residents must be approved by management and are subject to full screening procedures. Persons other than those specifically listed on the Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of twenty days in any twelve 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 the Landlord 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 Landlord identifying any persons not identified on the Rental Agreement and staying in the rental unit for more than 10 consecutive days, or twenty nonconsecutive days in any twelve month period, and shall state whether such person is contributing to the income of the Resident and to what extent.
- SUBLETTING:** Transfer of any interest in this agreement or subletting the premises is not permitted without Owner/Agent written approval.
- CARE OF PREMISES:** The 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. Residents shall take particular caution regarding the use of cigarettes and other fire hazards. Residents shall not store flammable or hazardous materials. Residents are responsible for all damages to furnishings or premises caused by their negligence. Resident shall report leaky or defective faucets at once. Expense or damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins must be paid by the Resident as well as any damage to the building or furnishings other than ordinary wear and tear.
- USE OF PREMISES:** All electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the premises are to be used in a reasonable manner.
- CHANGES TO PREMISES:** Resident will make no changes or additions to the premises or install anything on the walls, ceilings or in the windows without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's Satellite Dish policy and applicable law.
- DAMAGE:** The 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.
- SECURITY DEPOSITS:** All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. If used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from you at the time the accounting is sent to you. Any amounts not paid by you within 31 days of the due date will incur interest at 1% per month. If any overdue accounts are turned over to a collection agency, the Resident will be responsible for all collection agency fees and charges. Sending the accounting and/or refunding any deposit does not waive the owner's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple residents shall be refunded only when the last resident vacates the unit and terminates their tenancy unless other arrangements are made with Owner/Agent in writing. Security deposits may be deposited into an interest bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to their agreement. No interest will be paid to resident on security deposits. If the "Deposits Held By Owner" box is checked on page 1 of this Rental Agreement, all deposits will be deposited by manager into a trust account as required by Oregon law. Manager will then forward the deposits to the owner of the property, who will manage the deposits pursuant to Oregon law.
- FEES:** Upon termination of the tenancy and delivery of possession, Owner/Agent shall first apply any fee to the related landlord expense as reasonably assessed against Resident, before applying Resident's security deposit, if any, to that expense. Owner may charge a fee not to exceed \$25 each time Owner sends a notice to Resident as a result of Resident's non-compliance with this agreement.
- JOINT RESPONSIBILITY:** All Residents are jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the living unit or common area by the Resident, any Resident or Occupant of the same unit or their 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 management. Any valid termination notice received from any one Resident may be considered by Landlord a termination notice from all Residents. Any Residents not giving the notice who desire to remain in the premises, may be required to submit updated financial information and requalify under Owner/Agent's then current criteria.
- ACCESS:** The Resident agrees not to unreasonably withhold consent to the Owner/Agent to enter the dwelling unit in order to inspect 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 tenant's written request for maintenance. If the Owner/Agent is obligated to maintain the yard, the Owner/Agent, or their contractors, may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
- ABSENT:** The Resident agrees to notify the Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
- LEGAL ACTION:** In the event the Owner/Agent has to bring an action to enforce any provisions of this agreement or the Oregon Residential Landlord/Tenant Act, Owner/Agent shall be entitled to, in addition to costs, reasonable attorney's fees.
- LOCKS:** Doors of Residents' dwelling should be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. The Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Residents. Resident shall not change the locks without Owner's prior consent. Resident shall immediately provide Owner with a key to any new locks installed.
- RENTERS INSURANCE:** Resident should maintain renters insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. 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. Except to the extent prohibited by law, Resident, on behalf of himself and Resident's insurers, hereby waives any right to subrogation against Owner/Agent or their agents, employees or insurers with respect to any loss or damage relating to Resident's property to the extent such loss or damage is covered by Resident's renters insurance. Owner/Agent does not waive any subrogation rights its insurers may have.
- CONDUCT:** The premises are to be used only as a dwelling. All Residents are responsible for their own conduct, that of the other Residents in the unit and their guests. Noisy 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. no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by management. The use, possession, manufacture, or distribution of illegal substances 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/manager; or b) stay in their unit, as defined in section 9 above, who has had their rental agreement terminated by owner/manager.
- INTERFERENCE WITH MANAGEMENT:** Any action by Resident, any occupant of Resident's unit, or any guest of Resident that interferes with the management of the premises, shall be considered a material noncompliance with this rental agreement.
- MALFUNCTIONS:** The Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. The Resident shall not tamper with the heating system, appliances, locks, doors, light fixtures, or smoke alarms or make any alterations of any nature on or to the premises without the specific written consent of management.
- RESIDENT LOSSES:** The 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 the Owner/Agent. The Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord/Tenant Act.
- ABANDONMENT:** Any goods, vehicles or other property left on the premises after termination of the tenancy by any means shall be considered abandoned and will be disposed of as provided by statute.
- NOTICES:** All notices required under the 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 the Owner/Agent to the Resident shall be deemed served on the day and at the time it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. If served by first class mail and attachment, a notice from the Resident to the Owner/Agent shall be deemed served on the day it is both mailed by first class mail to the Owner/Agent at the address set forth on this Agreement and attached in a secure manner to the main entrance of the complex office, if one exists, and if not, to the Owner/Agent's location identified on the front of this Agreement. Owner/Agent is authorized to accept notices on behalf of the owner of the premises.
- PARKING:** Off street parking is for the primary use of Residents' vehicle parking. Second cars, trailers, recreational vehicles, boats and guest vehicles are allowed only in designated spaces. All vehicles parked in the off-street parking must be in running condition capable of operating legally on the street, properly licensed and insured. Any vehicle not complying with these standards will be towed at the Resident's expense.
- CONTROL OF COMMON AREAS:** Owner/Agent and any person designated by 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 at ORS 164.205(5).
- REQUESTS FOR REASONABLE ACCOMMODATION:** All requests for an accommodation by Owner, as required under the Federal or State Fair Housing Acts, must be made in writing to Owner, specifying the nature of the requested accommodation.
- 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's then current rental criteria, this is grounds for termination of tenancy.
- COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein.

WHITE - ON SITE YELLOW - RESIDENT PINK - MAIN OFFICE (IF REQUIRED) INITIAL HERE