

Oregon Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Oregon Residential Lease ("Agreement") is between {TenantNames} (collectively, the "Tenant") and {PropertyManagerEntity} ("Landlord"). Each Tenant is jointly and severally liable for all terms of this Agreement. The manager is {PropertyManagerName}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} ("Premises").
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} ("Agreement Term").
5. **PAYMENT OF RENT.**
 - A. **Amount.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Landlord may refuse to accept a rent payment that is for less than the full rental amount owed or that is untimely. Landlord has not accepted a rent payment if Landlord refunds the payment within 10 days after receipt or Tenant's rent payment is made in the form of a check that is dishonored.
 - B. **Order Of Application Of Payments.** Per ORS 90.220(9), Landlord shall apply Tenant payments in the following order:
 - i. outstanding rent from prior rental periods;
 - ii. rent for the current rental period;
 - iii. utility or service charges;
 - iv. late rent payment charges; and
 - v. fees or charges owed by Tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against Tenant.

6. **CHARGES AND FEES.** Landlord and Tenant agree that the following charges and fees are a reasonable estimate of the administrative costs incurred by Landlord.

 - A. **Late Fee.** If Tenant fails to pay the rent in full by the fourth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}, which may not exceed 5% of the monthly rental amount, per ORS 90.260.
 - B. **NSF Fee.** If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}, which may not exceed \$35 plus any amount the bank charges Landlord for processing the returned payment, per ORS 30.701.
 - C. **Alarm Tampering Fee.** Landlord may charge Tenant up to \$250 if Tenant removes or tampers with a functioning smoke alarm, smoke detector, or carbon monoxide alarm, per ORS 90.302(2).
 - D. **Noncompliance Fee.** Landlord may charge Tenant a minimum of \$50 for the second noncompliance or for a subsequent noncompliance with an Agreement term or written rule or policy, per ORS 90.302(3) (a).
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**

 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. Landlord shall provide Tenant with a receipt for any security deposit Tenant pays. Per ORS 90.300, a security deposit includes any prepaid or last month's rent.
 - B. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord may not apply the security deposit to ordinary wear and tear. Landlord is not required to repair damage caused by Tenant in order for Landlord to claim against the deposit for the cost to make the repair. Any labor costs Landlord assesses under this paragraph for cleaning or repairs must be based on a reasonable hourly rate. Landlord may charge a reasonable hourly rate for Landlord's own performance of cleaning or repair work. Landlord may deduct the cost of carpet cleaning regardless of whether Tenant cleans the carpet before Tenant delivers possession to Landlord.
 - C. **Increased Security Deposit; Time.** If Landlord requires a new or increased security deposit after the first year of the tenancy, Landlord shall allow Tenant at least three months to pay the new or increased deposit, per ORS 90.300.

- D. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. If Landlord collected any last month's rent, Landlord must apply it to the rent due for the last month of the tenancy. Within 31 days after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall return Tenant's security deposit with an itemized security deposit and prepaid rent settlement statement listing any deductions. Landlord shall give a separate accounting for security deposits and for prepaid rent.
9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out.
10. **UTILITIES.**
- A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
- B. **Utility Billing.** Per ORS 90.315, Landlord shall disclose to Tenant in writing at or before the commencement of the tenancy any utility or service that Tenant pays directly to a utility or service provider that directly benefits Landlord or other tenants. Tenant's payment for a given utility or service benefits Landlord or other tenants if the utility or service is delivered to any area other than the Premises. If Landlord knowingly fails to disclose those matters required under this subsection, Tenant may recover twice the actual damages sustained or one month's rent, whichever is greater. Landlord may require Tenant to pay to Landlord a utility or service charge or a public service charge that has been billed by a utility or service provider to Landlord for utility or service provided directly, or for a public service provided indirectly, to Tenant's Premises or to a common area available to Tenant as part of the tenancy. A utility or service charge that shall be assessed to Tenant for a common area must be described in this Agreement separately and distinctly from such a charge for Tenant's Premises. Unless the method of allocating the charges to Tenant is described in this Agreement, Tenant may require that Landlord give Tenant a copy of the provider's bill as a condition of paying the charges. Landlord must bill Tenant in writing for the utility or service charge within 30 days after receipt of the provider's bill. If Landlord includes in the bill to Tenant a statement of the rent due, Landlord must separately and distinctly state the amount of the rent and the amount of the utility or service charge. Landlord must provide to Tenant, in this Agreement or in a bill to Tenant, an explanation of the manner in which the provider assesses a utility or service charge and

the manner in which the charge is allocated among the tenants if the provider's bill to Landlord covers multiple tenants. Landlord must include in the bill to Tenant a copy of the provider's bill or if the provider's bill is not included, state that Tenant may inspect the provider's bill at a reasonable time and place and that Tenant may obtain a copy of the provider's bill by making a request to Landlord during the inspection and upon payment to Landlord for the reasonable cost of making copies. Landlord may require that a bill to Tenant for a utility or service charge is due upon delivery of the bill. Landlord shall treat Tenant's payment as timely for purposes of ORS 90.302(3)(b)(A) if the payment is made by a date that is both specified in the bill and is not less than 30 days after delivery of the bill. Landlord may deliver a bill to Tenant as provided in ORS 90.155 or by electronic means.

- C. **New Utility Charge.** Per ORS 90.315, Landlord must provide **60 days'** written notice to Tenant before Landlord may amend an existing rental agreement for a month-to-month tenancy to require Tenant to pay a public service charge that was adopted by a utility or service provider or a local government within the previous six months.
- 11. **SMOKING.** Per ORS 479.305(1), the smoking policy for the Premises is the following. Smoking {[Smoking](#)} permitted in the Premises.
- 12. **PET RESTRICTIONS.**
 - A. **In General.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per violation, plus the costs of any damages.
 - B. **Pets Capable Of Causing Damage.** Per ORS 90.405:
 - i. If Tenant, in violation of this Agreement, keeps on the Premises a pet capable of causing damage to persons or property, Landlord may deliver a written notice specifying the violation and stating that the tenancy will terminate upon a date not less than 10 days after the delivery of the notice unless Tenant removes the pet from the Premises prior to the termination date specified in the notice. If the pet is not removed by the date specified, the tenancy shall terminate and Landlord may take possession in the manner provided in ORS 105.105 to 105.168.
 - ii. For purposes of this section, "a pet capable of causing damage to persons or property" means an animal that, because of the nature, size, or behavioral characteristics of that particular animal or of that breed or type of animal generally, a reasonable person might consider to be capable of causing personal injury or property damage, including but not limited to, water damage from medium or larger sized fish tanks or other personal injury or property damage arising from the environment in which the animal is kept.

- iii. If substantially the same act that constituted a prior noncompliance of which notice was given under subsection (i) of this section recurs within six months, Landlord may terminate this Agreement upon at least 10 days' written notice specifying the breach and the date of termination of this Agreement.

13. TERMINATION OF PERIODIC TENANCIES; LANDLORD REMEDIES FOR TENANT HOLDOVER. Per ORS 90.427:

A. If the tenancy is a month-to-month tenancy:

- i. At any time during the tenancy, Tenant may terminate the tenancy by giving Landlord notice in writing not less than **30 days** prior to the date designated in the notice for the termination of the tenancy.
- ii. **At any time during the first year of occupancy**, Landlord may terminate the tenancy by giving Tenant notice in writing not less than **30 days** prior to the date designated in the notice for the termination of the tenancy.
- iii. Except as provided in subsection (F) below, **at any time after the first year of occupancy**, Landlord may terminate the tenancy **only**:
 - a. for a tenant cause and with notice in writing as specified in ORS 86.782(6)(c) (foreclosure), 90.380(5) (unsafe dwelling), 90.392 (violation of Agreement), 90.394 (failure to pay rent), 90.396 (acts or omissions), 90.398 (drug or alcohol violation), 90.405 (absence/abandonment), 90.440 (group home violation), or 90.445 (physical violence); or
 - b. for a qualifying landlord reason for termination and with notice in writing as described in subsections (C) to (E) below.

B. If the tenancy is a fixed term tenancy:

- i. Landlord may terminate the tenancy during the fixed term **only for cause** and with notice as described in ORS 86.782(6)(c) (foreclosure), 90.380(5) (unsafe dwelling), 90.392 (violation of Agreement), 90.394 (failure to pay rent), 90.396 (acts or omissions), 90.398 (drug or alcohol violation), 90.405 (absence/abandonment), 90.440 (group home violation), or 90.445 (physical violence).
- ii. **If the specified ending date for the fixed term falls within the first year of occupancy**, Landlord may terminate the tenancy without cause by giving Tenant notice in writing not less than **30 days** prior to the specified ending date for the fixed term, or 30 days prior to the date designated in the notice for the termination of the tenancy, whichever is later.
- iii. Except as provided by subsection (F) below, **if the specified ending date for the fixed term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-**

**month tenancy upon the expiration of the fixed term,
unless:**

- a. Landlord and tenant agree to a new fixed term tenancy;
- b. Tenant gives notice in writing not less than **30 days** prior to the specified ending date for the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later; or
- c. Landlord has a qualifying reason for termination and gives notice as specified in subsections (C) to (E) below.

C. Qualifying Reasons for Termination. Landlord may terminate a tenancy per subsections (A)(iii)(c) and (B)(iii)(c) by giving Tenant notice in writing not less than **90 days** prior to the date designated in the notice for the termination of the month-to-month tenancy or the specified ending date for the fixed term, whichever is later, if:

- i. Landlord intends to demolish the Premises or convert the Premises to a use other than residential use within a reasonable time;
- ii. Landlord intends to undertake repairs or renovations to the Premises within a reasonable time and:
 - a. the Premises is unsafe or unfit for occupancy; or
 - b. the Premises will be unsafe or unfit for occupancy during the repairs or renovations;
- iii. Landlord intends for Landlord or a member of Landlord's immediate family to occupy the Premises as a primary residence and Landlord does not own a comparable unit in the same building that is available for occupancy at the same time that Tenant receives notice to terminate the tenancy; or
- iv. Landlord has:
 - a. accepted an offer to purchase the Premises separately from any other dwelling unit from a person who intends in good faith to occupy the Premises as the person's primary residence; and
 - b. provided the notice and written evidence of the offer to purchase the Premises, to Tenant not more than 120 days after accepting the offer to purchase.

D. Notice; Payment.

- i. If Landlord terminates the tenancy under subsection (C) above, Landlord shall:
 - a. specify in the termination notice the reason for the termination and supporting facts;
 - b. state that this Agreement will terminate upon a designated date not less than 90 days after delivery of the notice; and
 - c. at the time Landlord delivers Tenant the notice to

terminate the tenancy, **pay Tenant an amount equal to one month's periodic rent.**

- ii. **The requirements of subsection (D)(i)(c) above do not apply to Landlord if Landlord has an ownership interest in four or fewer residential dwelling units.**

E. Fixed Term Not To Become Month-to-month if Termination for Cause. A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the fixed term if Landlord gives Tenant notice in writing not less than **90 days** prior to the specified ending date for the fixed term or 90 days prior to the date designated in the notice for the termination of the tenancy, whichever is later, **and:**

- i. Tenant has committed three or more violations of this Agreement within the preceding 12-month period and Landlord has given Tenant a written warning notice at the time of each violation;
- ii. Each written warning notice:
 - a. specifies the violation;
 - b. states that Landlord may choose to terminate the tenancy at the end of the fixed term if there are three violations within a 12-month period preceding the end of the fixed term; and
 - c. states that correcting the third or subsequent violation is not a defense to termination under this subsection; and
- iii. the 90-day notice of termination:
 - a. states that this Agreement will terminate upon the specified ending date for the fixed term or upon a designated date not less than 90 days after delivery of the notice, whichever is later;
 - b. specifies the reason for the termination and supporting facts; and
 - c. is delivered to Tenant concurrent with or after the third or subsequent written warning notice.

F. Primary Residence of Landlord. If the Premises is located in the same building or on the same property as Landlord's primary residence, and the building or the property contains not more than two dwelling units, Landlord may terminate the tenancy at any time after the first year of occupancy:

- i. For a month-to-month tenancy:
 - a. for cause and with notice as described in ORS 86.782(6)(c) (foreclosure), 90.380(5) (unsafe dwelling), 90.392 (violation of Agreement), 90.394 (failure to pay rent), 90.396 (acts or omissions), 90.398 (drug or alcohol violation), 90.405 (absence/abandonment), 90.440 (group home violation), or 90.445 (physical violence);

- b. without cause by giving Tenant notice in writing not less than 60 days prior to the date designated in the notice for the termination of the tenancy; or
 - c. without cause by giving Tenant notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy if:
 - a. the Premises is purchased separately from any other dwelling unit;
 - b. Landlord has accepted an offer to purchase the Premises from a person who intends in good faith to occupy the Premises as the person's primary residence; and
 - c. Landlord has provided the notice, and written evidence of the offer to purchase the Premises, to Tenant not more than 120 days after accepting the offer to purchase.
- ii. For a fixed term tenancy:
 - a. during the term of the tenancy, only for cause and with notice as described in ORS 86.782(6)(c) (foreclosure), 90.380(5) (unsafe dwelling), 90.392 (violation of Agreement), 90.394 (failure to pay rent), 90.396 (acts or omissions), 90.398 (drug or alcohol violation), 90.405 (absence/abandonment), 90.440 (group home violation), or 90.445 (physical violence); or
 - b. at any time during the fixed term, without cause by giving Tenant notice in writing not less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated in the notice for the termination of the tenancy, whichever is later.

G. Damages for Unlawful Termination by Landlord.

- i. if Landlord terminates a tenancy in violation of the above subsections:
 - a. Landlord shall be liable to Tenant in an amount equal to three months' rent in addition to actual damages sustained by Tenant as a result of the tenancy termination; and
 - b. Tenant has a defense to an action for possession by Landlord.
- ii. Tenant is entitled to recovery under subsection (i) above if Tenant commences an action asserting the claim within one year after Tenant knew or should have known that Landlord terminated the tenancy in violation of this section.

H. Rent Apportioned. The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise

agreed, rent is uniformly apportionable from day to day.

- I. **Holdover.** If Tenant remains in possession without Landlord's consent after expiration of the Agreement Term or its termination, Landlord may bring an action for possession. In addition, Landlord may recover from Tenant any actual damages resulting from Tenant holding over, including the value of any rent accruing from the expiration or termination of this Agreement until Landlord knows or should know that Tenant has relinquished possession to Landlord. If Landlord consents to Tenant's continued occupancy, ORS 90.220(7) applies.

J. **Reason.**

- i. A notice given to terminate a tenancy under subsection (A) or (F) above need not state a reason for the termination.
- ii. Notwithstanding paragraph (i) of this subsection, Landlord or Tenant may include in a notice of termination given under subsection (A) or (F) above an explanation of the reason for the termination without having to prove the reason. An explanation does not give the person receiving the notice of termination a right to cure the reason if the notice states that:
 - a. the notice is given without stated cause;
 - b. the recipient of the notice does not have a right to cure the reason for the termination; and
 - c. the person giving the notice need not prove the reason for the termination in a court action.

14. **RENT INCREASES.** Per ORS 90.323:

- A. If a tenancy is a week-to-week tenancy, Landlord may not increase the rent without giving Tenant written notice at least seven days prior to the effective date of the rent increase.
- B. During any tenancy other than week-to-week, Landlord may not increase the rent:
 - i. during the first year after the tenancy begins.
 - ii. at any time after the first year of the tenancy without giving Tenant written notice at least **90 days** prior to the effective date of the rent increase.
 - iii. more than once in any 12-month period.
 - iv. except as permitted under subsection (E) of this section, by a percentage greater than the maximum calculated under ORS 90.324(1).
- C. The notices required under this section must specify:
 - i. the amount of the rent increase;
 - ii. the amount of the new rent;
 - iii. facts supporting the exemption authorized by subsection (E) below, if the increase is above the amount allowed in subsection (B)(iv) above; and

- iv. the date on which the increase becomes effective.
 - D. If Landlord terminates a tenancy with a 30-day notice without cause as authorized by ORS 90.427(3) or (4) (i.e. TERMINATION OF PERIODIC TENANCIES; LANDLORD REMEDIES FOR TENANT HOLDOVER above) during the first year of a tenancy, Landlord may not charge rent for the next tenancy in an amount greater than the maximum amount the landlord could have charged the terminated tenancy under this section.
 - E. Landlord is not subject to subsection (B)(iv) or (D) of this section if:
 - i. the first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or
 - ii. The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent: (A) does not increase Tenant's portion of the rent; or (B) is required by program eligibility requirements or by a change in Tenant's income.
 - F. **If Landlord increases the rent in violation of subsection (B)(iv) or (D) above, Landlord is liable to Tenant in an amount equal to three months' rent plus actual damages suffered by Tenant.**
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay for the first seven days of the Agreement Term. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
- A. **Landlord's Responsibilities.** Landlord shall maintain the Premises in a habitable condition at all times during the tenancy. If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such defective condition shall not constitute a breach of Landlord's obligations under this paragraph. Per ORS 90.320(1), the Premises shall be considered uninhabitable if it

substantially lacks:

- i. effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
- ii. plumbing facilities that conform to applicable law in effect at the time of installation and are maintained in good working order;
- iii. a water supply approved under applicable law, which is:
 - a. under the control of 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 Landlord;
- iv. adequate heating facilities that conform to applicable law at the time of installation and are maintained in good working order;
- v. electrical lighting with wiring and electrical equipment that conform to applicable law at the time of installation and is maintained in good working order;
- vi. buildings, grounds, and appurtenances at the time of the commencement of this 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 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;
- vii. except as otherwise provided by local ordinance, an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of the commencement of this Agreement, and Landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal;
- viii. floors, walls, ceilings, stairways, and railings maintained in good repair;
- ix. ventilating, air conditioning, and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by Landlord;
- x. 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 tenancy when Tenant first takes possession of the Premises;
- xi. a carbon monoxide alarm, and the dwelling unit: (A) contains a

- carbon monoxide source; or (B) is located within a structure that contains a carbon monoxide source and the dwelling unit is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft;
- xii. 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 that Tenant is entitled under this Agreement to occupy to the exclusion of others and keys for those locks that require keys; or
 - xiii. for a dwelling unit in a building where building permits for its construction were issued on or after April 1, 2024, adequate cooling facilities that: (A) provide cooling in at least one room of the dwelling unit, not including a bathroom; (B) conform to applicable law at the time of installation and are maintained in good working order; and (C) may include central air conditioning, an air-source or ground-source heat pump or a portable air conditioning device that is provided by Landlord.

- B. **Tenant's Repair And Deduct Remedy.** For minor habitability defects (<\$300) concerning subsection (A) above that Landlord fails to repair after notice from Tenant, Tenant has a limited right to repair the defects and deduct the cost from rent due, per ORS 90.368.
- C. **Tenant's Responsibilities.** Tenant shall not remove or tamper with a smoke alarm, smoke detector, or carbon monoxide alarm. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall not remove, obstruct, or tamper with a sprinkler head used for fire suppression. Per ORS 90.325, Tenant shall:
- i. 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;
 - ii. keep all areas of the Premises under control of 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 Tenant is responsible for causing the problem. Tenant shall cooperate to a reasonable extent in assisting Landlord in any reasonable effort to remedy the problem;
 - iii. dispose from the Premises all ashes, garbage, rubbish, and other waste in a clean, safe, and legal manner. With regard to needles, syringes, and other infectious waste, as defined in ORS 459.386, 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;

- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances including elevators in the Premises;
- vi. test at least once every six months and replace batteries as needed in any smoke alarm, smoke detector, or carbon monoxide alarm provided by Landlord and notify Landlord in writing of any operating deficiencies;
- vii. behave and require other persons on the Premises with the consent of Tenant to behave in a manner that will not disturb the peaceful enjoyment of the Premises by neighbors.

D. **Maintenance Responsibilities by Written Agreement.** Per ORS 90.320(2), Landlord and Tenant may agree in writing that Tenant is to perform specified repairs, maintenance tasks, and minor remodeling only if:

- i. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the Landlord;
- ii. the agreement does not diminish the obligations of Landlord to other tenants in the property; and
- iii. the terms and conditions of the agreement are clearly and fairly disclosed and adequate consideration for the agreement is specifically stated.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Alternative Energy Devices.** An alternative energy device installed in the Premises by Tenant with Landlord's written permission is not a fixture in which Landlord has a legal interest, except as otherwise expressly provided in a written agreement between Landlord and Tenant. As a condition to a grant of written permission referred to in

this section, Landlord may require Tenant to do one or more of the following:

- i. provide a waiver of the Landlord's liability for any injury to Tenant or other installer resulting from Tenant's or installer's negligence in the installation of the alternative energy device;
- ii. secure a waiver of the right to a lien against the property of Landlord from each contractor, subcontractor, laborer, and material supplier who would obtain the right to a lien when Tenant installs or causes the installation of the alternative energy device; or
- iii. post a bond or pay a deposit in an amount not to exceed the cost of restoring the Premises to its condition at the time of installation of the alternative energy device.
- iv. "Alternative energy devices" is defined in ORS 469B.100.

C. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or
 - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES AND REGULATIONS.** Landlord, from time to time, may adopt a rule or regulation, however described, concerning Tenant's use and occupancy of the Premises. It is enforceable against Tenant only if:
- A. its purpose is to promote the convenience, safety, or welfare of the tenants in the property; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - B. it is reasonably related to the purpose for which it is adopted;
 - C. it applies to all tenants in the property in a fair manner;
 - D. it is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;
 - E. it is not for the purpose of evading the obligations of Landlord; and
 - F. Tenant has written notice of it at the time the Tenant enters into the

rental agreement, or when it is adopted.

If a rule or regulation adopted after Tenant enters into this Agreement works a substantial modification of the bargain, it is not valid unless Tenant consents to it in writing. If adopted, an occupancy guideline for the Premises shall not be more restrictive than two people per bedroom and shall be reasonable. Reasonableness shall be determined on a case-by-case basis. Factors to be considered in determining reasonableness include, but are not limited to the size of the bedrooms, the overall size of the Premises, and any discriminatory impact on those identified in ORS 659A.421.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for more than seven consecutive days. Tenant shall provide Landlord with such notice no later than the first day of the extended absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
24. **ABANDONMENT.** Per ORS 90.302(2)(e), if the Agreement Term is fixed term and Tenant abandons the Premises without cause, Landlord may charge Tenant an **abandonment fee of one and one-half times the monthly rental amount of \${MonthlyRent}**. Landlord may not assess this fee if the abandonment or relinquishment is pursuant to the following:
 - A. Tenant is a victim of domestic violence, sexual assault or stalking per O.R.S § 90.453 (2);
 - B. Tenant is a State service member per 90.472; or
 - C. Tenant is moving due to active service in the military per ORS 90.475 service in Armed Forces.

If Landlord assesses a fee under this section, Landlord may not recover unpaid rent for the remainder of the Agreement Term beyond the date that Landlord knew or reasonably should have known of the abandonment or relinquishment, and Landlord may not recover damages related to the cost of renting the Premises to a new tenant.

25. **ABANDONED PERSONAL PROPERTY.** Landlord is responsible for abandoned personal property and shall store, sell, or dispose of abandoned personal property as provided in this section and ORS 90.425.
 - A. **Notice Delivery.** Prior to storing, selling, or disposing of Tenant's personal property under this section, Landlord must give a written notice to Tenant that must be:
 - i. personally delivered to Tenant; or
 - ii. sent by first class mail addressed and mailed to Tenant at:
 - a. the Premises;
 - b. any post-office box held by Tenant and actually known to Landlord; and
 - c. the most recent forwarding address if provided by Tenant or actually known to Landlord.
 - B. **Notice Information.** The notice required under subsection (A) above

must state that:

- i. the personal property left upon the Premises is considered abandoned;
- ii. Tenant or any lienholder or owner must contact Landlord by a specified date, as provided in subsection (C) below, to arrange for the removal of the abandoned personal property;
- iii. the personal property is stored at a place of safekeeping, except that if the property includes a manufactured dwelling or floating home, the dwelling or home must be stored on the rented space;
- iv. Tenant or any lienholder or owner, except as provided by ORS 90.425(18), may arrange for removal of the personal property by contacting Landlord at a described telephone number or address on or before the specified date;
- v. Landlord shall make the personal property available for removal by Tenant or any lienholder or owner, except as provided by ORS 90.425(18), by appointment at reasonable times;
- vi. if the personal property is considered to be abandoned pursuant to subsection ORS 90.425(2)(a) or (b), Landlord may require payment of removal and storage charges, as provided by subsection (I) below, prior to releasing the personal property to Tenant or any lienholder or owner;
- vii. if the personal property is considered to be abandoned pursuant to ORS 90.425(2)(c)(i.e., eviction), Landlord may not require payment of storage charges prior to releasing the personal property;
- viii. if Tenant or any lienholder or owner fails to contact the Landlord by the specified date, or after that contact, fails to remove the personal property within 30 days for recreational vehicles, manufactured dwellings, and floating homes or 15 days for all other personal property, the Landlord may sell or dispose of the personal property. If Landlord reasonably believes that the personal property will be eligible for disposal pursuant to subsection (G)(i)(b) below and Landlord intends to dispose of the property if the property is not claimed, the notice shall state that belief and intent; and
- ix. if the personal property includes a recreational vehicle, manufactured dwelling or floating home and if applicable, there is a lienholder or owner that has a right to claim the recreational vehicle, dwelling, or home, except as provided by ORS 90.425(18).

C. **Specified Date.** For purposes of subsection (B) above, the specified date by which Tenant, lienholder or owner must contact Landlord to arrange for the disposition of abandoned personal property is:

- i. For abandoned recreational vehicles, manufactured dwellings, or floating homes, not less than 45 days after personal delivery or mailing of the notice; or
- ii. For all other abandoned personal property, not less than five days after personal delivery or eight days after mailing of the notice.

D. Storage. After notifying Tenant as required by subsection (B) above, Landlord:

- i. shall store any abandoned manufactured dwelling or floating home on the rented space and shall exercise reasonable care for the dwelling or home;
- ii. shall store all other abandoned personal property of Tenant, including goods left inside a recreational vehicle, manufactured dwelling, or floating home or left upon the rented space outside a recreational vehicle, dwelling, or home, in a place of safekeeping and shall exercise reasonable care for the personal property, except that Landlord may:
 - a. promptly dispose of rotting food; and
 - b. allow an animal control agency to remove any abandoned pets or livestock. If an animal control agency will not remove the abandoned pets or livestock, Landlord shall exercise reasonable care for the animals given all the circumstances, including the type and condition of the animals, and may give the animals to an agency that is willing and able to care for the animals, such as a humane society or similar organization;
- iii. except for manufactured dwellings and floating homes, may store the abandoned personal property at the dwelling unit, move and store it elsewhere on the Premises, or move and store it at a commercial storage company or other place of safekeeping; and
- iv. is entitled to reasonable or actual storage charges and costs incidental to storage or disposal, including any cost of removal to a place of storage. In the case of an abandoned manufactured dwelling or floating home, the storage charge may be no greater than the monthly space rent last payable by Tenant.

E. Response Within Time Period. If Tenant, lienholder, or owner, upon the receipt of the notice provided by subsection (A) or (B) above or otherwise, responds by actual notice to Landlord on or before the specified date in Landlord's notice that Tenant, lienholder, or owner intends to remove the personal property from the premises or from the place of safekeeping, Landlord must make that personal property available for removal by Tenant, lienholder, or owner by appointment at reasonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling, or floating home, 30 days following

the date of the response, subject to ORS 90.425(18). If the personal property is considered to be abandoned pursuant to ORS 90.425(2)(a) or (b), but not pursuant to ORS 90.425(2)(c), Landlord may require payment of removal and storage charges, as provided in subsection (D)(iv), prior to allowing Tenant, lienholder, or owner to remove the personal property. Acceptance by Landlord of such payment does not operate to create or reinstate a tenancy or create a waiver pursuant to O.R.S § 90.412 or 90.417.

F. Failure To Respond; Property Presumed Abandoned. Except as provided in subsections ORS 90.425(18) to (20), if Tenant, lienholder, or owner of a recreational vehicle, manufactured dwelling, or floating home does not respond within the time provided by Landlord's notice, or Tenant, lienholder, or owner does not remove the personal property within the time required by subsection (E) or by any date agreed to with Landlord, whichever is later, Tenant's, lienholder's, or owner's personal property is conclusively presumed to be abandoned. Tenant and any lienholder or owner that have been given notice pursuant to subsection (A) or (B) shall, except with regard to the distribution of sale proceeds pursuant to subsection (I), have no further right, title, or interest to the personal property and may not claim or sell the property.

G. Landlord's Remedies. If the personal property is presumed to be abandoned under subsection (F) above, Landlord then may:

- i. sell the personal property at a public or private sale, provided that prior to the sale of a recreational vehicle, manufactured dwelling, or floating home:
 - a. Landlord may seek to transfer ownership of record of the personal property by complying with the requirements of the appropriate state agency; and
 - b. Landlord shall:
 - I. place a notice in a newspaper of general circulation in the county in which the recreational vehicle, manufactured dwelling, or floating home is located. The notice shall state:
 1. that the recreational vehicle, manufactured dwelling, or floating home is abandoned;
 2. Tenant's and owner's name, if of record or actually known to Landlord;
 3. the address and any space number where the recreational vehicle, manufactured dwelling, or floating home is located, and any plate, registration, or other identification number for a recreational vehicle or floating home noted on the certificate of title, if actually known to Landlord;

4. whether the sale is by private bidding or public auction;
 5. whether the Landlord is accepting sealed bids and, if so, the last date on which bids will be accepted; and
 6. the name and telephone number of the person to contact to inspect the recreational vehicle, manufactured dwelling, or floating home;
- II. at a reasonable time prior to the sale, give a copy of the notice required by subparagraph (G)(i)(b) (I) to Tenant and to any lienholder and owner, by personal delivery or first class mail, except that for any lienholder, mail service must be by first class mail with certificate of mailing;
- III. obtain an affidavit of publication from the newspaper to show that the notice required under subparagraph (G)(i)(b)(I) ran in the newspaper at least one day in each of two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted; and
- IV. obtain written proof from the county that all property taxes and assessments on the manufactured dwelling or floating home have been paid or, if not paid, that the county has authorized the sale, with the sale proceeds to be distributed pursuant to subsection (I) below;
- c. destroy or otherwise dispose of the personal property if Landlord determines that:
- I. for a manufactured dwelling or floating home, the current market value of the property is \$8,000 or less as determined by the county assessor; or
 - II. for all other personal property, the reasonable current fair market value is \$1,000 or less or so low that the cost of storage and conducting a public sale probably exceeds the amount that would be realized from the sale; or
- d. consistent with paragraphs (I) and (II) of this section, sell certain items, and destroy or otherwise dispose of the remaining personal property.

H. Sale.

- i. A public or private sale authorized by this section must:
 - a. for a recreational vehicle, manufactured dwelling, or floating home, be conducted consistent with the terms

- listed in subsection (G)(i)(b)(I) above. Every aspect of the sale including the method, manner, time, place, and terms must be commercially reasonable; or
- b. for all other personal property, be conducted under the provisions of ORS 79.0610.
 - ii. if there is no buyer at a sale of a manufactured dwelling or floating home, the personal property is considered to be worth \$8,000 or less, regardless of current market value, and the Landlord shall destroy or otherwise dispose of the personal property.

I. Costs.

- i. Landlord may deduct from the proceeds of the sale:
 - a. the reasonable or actual cost of notice, storage, and sale; and
 - b. unpaid rent.
 - ii. if the sale was of a manufactured dwelling, or floating home, after deducting the amounts listed in paragraph (i) above, Landlord shall remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid property taxes and assessments owed on the dwelling or home.
 - iii. if the sale was of a recreational vehicle, manufactured dwelling, or floating home, after deducting the amounts listed in paragraphs (i) and (ii) above, if applicable, Landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance owed on the lien on the recreational vehicle, dwelling, or home.
 - iv. after deducting the amounts listed in paragraphs (i), (ii) and (iii) above, if applicable, Landlord shall remit to Tenant or owner the remaining proceeds, if any, together with an itemized accounting.
 - v. if Tenant or owner cannot after due diligence be found, the Landlord shall deposit the remaining proceeds with the county treasurer of the county in which the sale occurred. If not claimed within three years, the deposited proceeds revert to the general fund of the county and are available for general purposes.
26. **REMOVAL OF MOTOR VEHICLES BY LANDLORD.** Landlord may have a motor vehicle removed from the property only in compliance with ORS 90.485 and either ORS 98.810 to 98.818 or ORS 98.830 and 98.840.
27. **100-YEAR FLOOD PLAIN.** As used in this section, “100-year flood plain” means the level that flood waters may be expected to equal or exceed once each 100 years, as determined by the National Flood Insurance Program of the Federal Emergency Management Agency. **If the Premises is located in a 100-year flood plain, Landlord shall provide notice in the Additional Provisions section below.** Per ORS 90.228, if Landlord fails to provide a

notice required under this section, and Tenant incurs an uninsured loss due to flooding, Tenant may recover from Landlord the lesser of the actual damages for the uninsured loss or two months' rent.

28. **BEDROOM ESCAPE ROUTE.** Per ORS 90.460, Landlord shall provide at all times during the tenancy a route of exit from a bedroom, other than the main entrance to the bedroom, for use during an emergency. "Bedroom" has the meaning given that term in ORS 90.262 (i.e., is intended to be used primarily for sleeping purposes, contains at least 70 square feet, and is configured so as to take the need for a fire exit into account.) The secondary route of exit must conform to applicable law. If Landlord fails to comply with the requirements of this section, Tenant may recover actual damages, and Tenant may terminate the tenancy by providing Landlord actual notice and a description of the noncompliance 72 hours prior to the date of termination.

- A. If Landlord cures the noncompliance within the 72-hour period:
 - i. the tenancy does not terminate; and
 - ii. Tenant may recover Tenant's actual damages.
- B. If Landlord fails to cure the noncompliance within the 72-hour period:
 - i. the tenancy terminates;
 - ii. Tenant may recover twice Tenant's actual damages or twice the periodic rent, whichever is greater; and
 - iii. Landlord must return all security deposits and prepaid rent owed to Tenant under ORS 90.300 within four days after the termination.

29. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per ORS 90.322:

- A. **Right Of Access.** Landlord may enter the Premises for the following:
 - i. to inspect the Premises;
 - ii. to make necessary or agreed repairs, decorations, alterations, or improvements;
 - iii. to supply necessary or agreed services;
 - iv. to perform agreed yard maintenance or grounds keeping; or
 - v. to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- B. **Limitations.**
 - i. Notices. Landlord may enter the Premises not including the dwelling unit without notice to or consent of Tenant for the purpose of serving notices;
 - ii. Emergency. If Landlord makes an emergency entry, Landlord shall give Tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency, and the names of the persons who entered;
 - iii. Repair Requests. If Tenant requests repairs or maintenance in

writing, Landlord may enter, in the absence of Tenant or without the Tenant's consent, for the purpose of making the requested repairs until the repairs are completed. Tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by Tenant's written request expires after seven days, unless the repairs are in progress and Landlord is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not Landlord, upon request of Tenant, the person must show the Tenant written evidence from Landlord authorizing that person to act for Landlord in making the repairs;

- iv. Showing The Premises. Landlord and Tenant may agree that Landlord or the Landlord's agent may enter the Premises without notice at reasonable times for the purpose of showing the Premises to a prospective buyer, provided that the showing agreement:
 - a. is executed at a time when Landlord is actively engaged in attempts to sell the Premises;
 - b. is reflected in a writing separate from this Agreement and signed by both parties; and
 - c. is supported by separate consideration recited in the showing agreement.
- v. Yard Maintenance. If a written agreement requires Landlord to perform yard maintenance or grounds keeping for the Premises:
 - a. Landlord and Tenant may agree that Landlord or Landlord's agent may enter for that purpose upon the Premises under the Tenant's exclusive control not including the dwelling unit, without notice to Tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in a separate written agreement.
 - b. Tenant may deny consent for Landlord or Landlord's agent to enter upon the Premises pursuant to this section if the entry is at an unreasonable time or with unreasonable frequency. Tenant must assert the denial by giving actual notice of the denial to the Landlord or Landlord's agent prior to, or at the time of, the attempted entry.
- vi. Other. In all other cases, unless there is an agreement between Landlord and Tenant to the contrary regarding a specific entry, Landlord shall give Tenant at least **24 hours'** actual notice of the intent of Landlord to enter, and the Landlord or Landlord's agent may enter only at reasonable times. Landlord or Landlord's agent may not enter if Tenant, after receiving Landlord's notice, denies consent to enter. Tenant must assert

this denial of consent by giving actual notice of the denial to Landlord or the Landlord's agent or by attaching a written notice of the denial in a secure manner to the main entrance to that portion of the Premises of which the Tenant has exclusive control, prior to or at the time of the attempt by the Landlord or Landlord's agent to enter. Landlord may not abuse the right of access or use it to harass Tenant. Tenant may not unreasonably withhold consent from Landlord to enter.

30. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
31. **ASSIGNMENT, SUBLICENSE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
32. **GROUNDS FOR TERMINATION OF THE TENANCY.**
 - A. **Termination By Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application;
 - iii. Tenant, someone in Tenant's control, or Tenant's pet seriously threatens to inflict substantial personal injury, or inflicts any substantial personal injury, upon a person on the property other than Tenant;
 - iv. Tenant or someone in Tenant's control recklessly endangers a person on the property other than Tenant by creating a serious risk of substantial personal injury;
 - v. Tenant, someone in Tenant's control, or Tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the property;
 - vi. Tenant or someone in Tenant's control intentionally inflicts any substantial damage to the property or Tenant's pet inflicts substantial damage to the property on more than one occasion;

- vii. Tenant, someone in Tenant's control, or Tenant's pet commits any act that is outrageous in the extreme, on the property or in the immediate vicinity of the property per ORS 90.396;
- viii. Tenant perpetrates a criminal act of physical violence related to domestic violence, sexual assault, or stalking against a household member who is a tenant per ORS 90.445;
- ix. Tenant fails to obtain or maintain renter's liability insurance, if required by Landlord; or
- x. otherwise provided by law.

- B. Termination By Tenant.** Tenant may terminate this Agreement if:
- i. there is a material noncompliance by Landlord with this Agreement or ORS 90.320, or ORS 90.730, per ORS 90.360;
 - ii. Landlord intentionally or negligently fails to supply any essential service, per ORS 90.365;
 - iii. Tenant is a victim of domestic violence, sexual assault, or stalking and complied with the notice requirement of ORS 90.453;
 - iv. Tenant is a state service member and complied with the notice requirements of ORS 90.472;
 - v. Tenant is in the armed forces and complied with the notice requirements of ORS 90.475; or
 - vi. otherwise provided by law.

33. INSURANCE AND LIABILITY.

- A. Liability.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renter's insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
- B. Renter's Insurance.** Per ORS 90.222, Landlord may require Tenant to obtain and maintain renter's liability insurance. Upon 30 days' written notice from Landlord, Tenant shall obtain renter's liability insurance with an amount of coverage that does not exceed \$100,000 per occurrence. Landlord may require proof of insurance only if Landlord provides Tenant with proof of Landlord's comparable liability insurance. Landlord may not require that Tenant name the Landlord as an additional insured. Tenant is exempt from the insurance requirement of this paragraph if Tenant's household income is equal to

or less than 50% of area median income, adjusted for family size as measured up to a five-person family, as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development. Landlord may not require Tenant to obtain or maintain renter's liability insurance if the Premises has been subsidized with public funds.

34. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
35. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
36. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
37. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: [{PropertyManagerEntity}](#), [{PropertyManagerAddress}](#)
38. **ADDITIONAL PROVISIONS.** Additional provisions are as follows: [{AdditionalProvisions}](#)
39. **ATTORNEYS' FEES.** Per ORS 90.255, in any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs.
40. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement. Notwithstanding the foregoing, Landlord waives the right to terminate this Agreement for a particular violation of this Agreement or of law if Landlord during three or more separate rental periods, accepts rent with knowledge of the violation by Tenant or accepts performance by Tenant that varies from the terms of this Agreement.
41. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
42. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
43. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be

invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

44. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Landlord shall provide Tenant with one copy of this Agreement and all amendments and additions.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}