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Residential Lease Agreement

State of Oregon

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home: _____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in Oregon (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. When the term ends

If this lease has a fixed term, it ends on the end date only as Oregon law allows. During the fixed term, Landlord may end the tenancy only for cause, with the written notice Oregon law requires. If the end date of the fixed term falls within Tenant's first year of occupancy, Landlord may end the tenancy without cause by written notice given at least 30 days before the end date, or 30 days before the date stated in the notice, whichever is later.

If the end date of the fixed term falls after Tenant's first year of occupancy, this lease becomes a month-to-month tenancy when the fixed term ends, unless Landlord and Tenant agree to a new fixed term, Tenant gives written notice at least 30 days before the end date or the date stated in Tenant's notice, whichever is later, Landlord has a qualifying reason that Oregon law lists and gives the notice Oregon law requires, or another exception in Oregon law applies.

If, during a fixed term, Landlord gives a written notice under ORS 90.427(5) that ends the tenancy on or after the end of the fixed term for a qualifying reason, Tenant may give Landlord written notice ending the tenancy on a date at least 30 days after the notice is delivered to Landlord, even if that date is before the fixed term ends. If Tenant does so, Landlord will not charge any early-termination fee and will not collect rent that would otherwise have accrued after the date in Tenant's notice and the date Tenant returns possession of the Home.

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes the actual damages

Oregon law allows, including the value of the rent for the days of the stay, and Landlord may use the process the law allows to regain the Home.

8. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

9. How to pay

Tenant may pay rent by:_____.

Whatever is listed above, Landlord will allow Tenant to pay rent and other charges by check or other commercially reasonable methods, and will not require Tenant to pay by debit card, credit card, electronic check, tenant portal or any other form of electronic payment. Landlord will not charge a late fee or end the tenancy for nonpayment of rent or any other charge because Landlord refused a payment Tenant offered in that way.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online by debit or credit card, through a tenant portal or by another electronic means. Paying electronically is optional, Landlord also allows Tenant to pay by check or another commercially reasonable method that is not electronic, and the fee of _____ applies only to a payment Tenant chooses to make electronically. It is not part of the rent, it is no more than the processing fee charged to Landlord for that payment, and Landlord may pass it on only if the payment processing company allows fees to be passed to the person paying. On Tenant's written request, Landlord will make records of the fees charged to Landlord and passed on to Tenant available within a reasonable time.

10. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

11. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

Landlord may charge a late fee only if rent is not received by the fourth day of the rental period, and the late fee cannot start before the fifth day of the rental period. If the days in the late fee clause would start the fee before the fifth day of the rental period, the fee starts on the fifth day instead. The late fee is a reasonable flat amount, charged once per rental period. A reasonable amount is the customary amount charged by landlords for that rental market.

Landlord will not deduct a late fee from a current or later rent payment so as to make that rent late. Not paying a late fee alone is not grounds for a notice ending the tenancy for nonpayment of rent.

Landlord will not charge a late fee if Landlord refused a payment that Tenant offered by check or another commercially reasonable method that Oregon law requires Landlord to allow.

12. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

For a returned check, the fee is not more than $35 plus any amount a bank charged Landlord to process the returned check.

13. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Tenant still owes the unpaid balance of the rent. Accepting a partial payment does not give up any other right unless Landlord agrees in writing or the law says otherwise.

If Landlord accepts a partial payment of rent, Landlord gives up the right to end the tenancy for nonpayment of rent under ORS 90.394, unless Oregon law's exceptions apply: Landlord accepted it before giving the nonpayment notice on Tenant's agreement to pay the balance by a time certain and Tenant did not pay it as agreed, and the notice meets the other conditions in ORS 90.417(4)(a), or Landlord accepted it after giving the notice and Landlord and Tenant agreed in writing that accepting it is not a waiver.

14. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Landlord will not charge a fee at the start of the tenancy for an anticipated Landlord expense, and will charge only fees that Oregon law allows and that this lease describes.

15. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

16. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may claim from the deposit only the amount reasonably necessary to remedy Tenant's defaults under this lease, including unpaid rent, and to repair damage to the Home that Tenant caused, not including ordinary wear and tear. Any labor cost Landlord charges for cleaning or repairs will be at a reasonable hourly rate.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. Any other deposit this lease lists is handled the same way. Where the law limits deposits, it may count toward that limit.

Landlord will give Tenant a receipt for any security deposit Tenant pays. A last month's rent deposit counts as a security deposit.

Landlord will not add a security deposit or make it larger during the first year after the tenancy begins, except for a deposit this lease already provides for that was not yet paid when the tenancy began, or an added deposit that Landlord and Tenant agree to for a pet or another change to this lease that the deposit relates to.

Within 31 days after the tenancy ends and Tenant gives up possession, Landlord will give Tenant a written accounting that states specifically the reason for each amount Landlord claims, and will return the rest of the deposit. Landlord will give a separate accounting for a security deposit and for prepaid rent. Landlord will deliver the accounting and the money by personal delivery or first class mail, or by email where the law allows it.

If Tenant paid a last month's rent deposit, Landlord will apply it to the rent due for the last month of the tenancy when either side gives the other a notice of termination (other than a notice for nonpayment of rent), when both sides agree to end the tenancy, or when a fixed term ends under this lease. Landlord will account for and return any part not applied in the same way.

17. Where the deposit is held

Landlord will hold and account for the deposit as Oregon law requires.

18. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

In a week-to-week tenancy, Landlord may raise the rent only by written notice given at least seven days before the increase takes effect.

In any other tenancy, Landlord will not raise the rent during the first year after the tenancy begins. After the first year, Landlord may raise the rent only by written notice given at least 90 days before the increase takes effect, no more than once in any 12-month period, and by no more than the maximum annual rent increase percentage calculated under ORS 90.324 (ORS 90.323(2)(d)), unless ORS 90.323(5) exempts the Home from that limit. The notice will state the amount of the increase, the amount of the new rent and the date it takes effect, and, if the increase is above the yearly limit, the facts that support the exemption.

The maximum is the lesser of 10 percent, or 7 percent plus the yearly change in the Consumer Price Index that ORS 90.324 names. The Oregon Department of Administrative Services works it out by September 30 of each year for the following calendar year, publishes it, and keeps the figures for the previous and current calendar years, and from September 30 the following year's, on its website (ORS 90.324). ORS 90.323(5) exempts a home whose first certificate of occupancy was issued less than 15 years before the date of the notice, and a

rent change in a home that a federal, state or local government regulates or certifies as affordable housing, if the change does not increase Tenant's portion of the rent or is required by the program's eligibility rules or by a change in Tenant's income.

19. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

20. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

21. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

22. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

23. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

24. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

If pets are allowed: the pet deposit is $_____ and pet rent is $_____ a month. If no amount is written here, none is charged. A pet deposit is handled like the security deposit. Where the law limits deposits, it may count toward that limit.

25. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

26. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked

there must be in working order and legally registered. A vehicle may be towed only as the law allows.

27. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

28. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or Tenant causes the need to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

29. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

A rule binds Tenant only if its purpose is to promote the convenience, safety or welfare of the tenants, preserve Landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally; it is reasonably related to that purpose; it applies to all tenants in the premises in a fair manner; it is explicit enough to fairly inform Tenant what Tenant must or must not do; it is not meant to avoid Landlord's own duties; and Tenant has written notice of it when Tenant enters into this lease or when it is adopted. A rule adopted after Tenant signs that substantially changes this lease is not valid unless Tenant consents in writing, except that, on and after January 1, 2027, Landlord may change its smoking policy to prohibit smoking inside the dwelling units or inside interior common areas without Tenant's consent when all of these are true: the Home shares a wall with another unit or was developed under a development agreement under ORS 94.504 to 94.528; the Home is not an accessible unit as Oregon law defines it; the change does not apply to a fixed term until the term ends; Landlord provides at least one area on the property where smoking is allowed and has posted it as a designated smoking area; and Landlord gives Tenant written notice at least 180 days before the change. Any limit on the number of people who may live in the Home will not be stricter than two people per bedroom, and will be reasonable.

30. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the person needs, as fair-housing law allows.

31. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

32. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

33. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

34. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

35. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

36. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

37. Smoke and carbon monoxide alarms

The Home has working smoke alarms and, where the law requires them, carbon monoxide alarms. Tenant will test them regularly, leave them connected and tell Landlord at once if one is not working.

38. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

39. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

40. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

41. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that service is not cut off.

42. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

43. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

☐ Landlord carries comparable liability insurance and will give documentation of it to any Tenant who asks, orally or in writing. Landlord may give the documentation in person, by mail, or by posting it in a common area or office, and it may be a current certificate of coverage. Tenant need not carry renter's liability insurance if the household income of Tenant is equal to or less than 50 percent of the area median income, adjusted for family size as Oregon law provides, or if the Home has been subsidized with public funds in a way ORS 90.222(9) describes (which does not include tenant-based rent subsidies such as a Housing Choice Voucher). Landlord will not require Tenant to buy the insurance from a particular insurer, to name Landlord as an additional insured or to waive the insurer's subrogation rights.

44. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses Landlord, Landlord's agents or employees, or Tenant from responsibility for negligent or wrongful acts, or for anything else the law makes them responsible for.

45. Fire or other serious damage

If fire, flood or something else that Tenant did not cause makes the Home unsafe to live in, Tenant owes no rent for the time it cannot be lived in, and either side may end this lease by written notice, unless the law says otherwise. If only part cannot be used, the rent goes down fairly until it is repaired. Landlord will return the deposit as this lease describes.

46. When Landlord may enter

Landlord may enter the Home for the reasons the law allows, such as to inspect it, make repairs or agreed improvements, or show it to buyers, new tenants, lenders or workers, and will not use entry to harass Tenant.

Except in the cases below, or where Landlord and Tenant agree otherwise for a specific entry, Landlord will give Tenant at least 24 hours' actual notice of an intent to enter, and will enter only at reasonable times. Landlord will not enter if Tenant, after receiving the notice, denies consent by giving actual notice of the denial to Landlord, or by attaching a written notice of the denial in a secure manner to the main entrance to the Home, before or at the time of the attempt to enter.

In an emergency, Landlord may enter at any time without Tenant's consent and without notice. If Landlord enters in an emergency while Tenant is away, Landlord will give Tenant actual notice within 24 hours after the entry, stating the fact of the entry, its date and time, the nature of the emergency and the names of the people who entered.

If Tenant asks for repairs or maintenance in writing, Landlord may enter without further notice to make them until they are finished, even if Tenant is away or does not consent. Tenant's written request may name the times that are allowed. Otherwise, entry will be at a reasonable time. This permission ends seven days after the request unless the repairs are in progress and Landlord is making a reasonable effort to finish them in a timely manner.

Landlord will not abuse the right of entry. Tenant will not unreasonably withhold consent to enter.

47. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

48. Giving notice to move out

In a week-to-week tenancy, either side may end it by written notice given to the other at least 10 days before the date for ending it that the notice states.

In a month-to-month tenancy, Tenant may end it at any time by written notice given to Landlord at least 30 days before the date for ending it that the notice states.

In a month-to-month tenancy, during the first year of occupancy Landlord may end it by written notice given at least 30 days before the date for ending it that the notice states. After the first year of occupancy, Landlord may end it only for a tenant cause, with the written notice Oregon law requires for that cause, or for a qualifying reason that Oregon law lists, which are: Landlord intends to demolish the Home or change it to a use other than residential; Landlord intends to make repairs or renovations and the Home is or will be unsafe or unfit to live in; Landlord or a member of Landlord's immediate family intends to live in the Home as a primary residence, and Landlord does not own a comparable unit in the same building that is available at the time Tenant receives the notice; or Landlord has accepted an offer to buy the Home from a person who intends in good faith to live in it as a primary residence.

For a qualifying reason, Landlord will give written notice at least 90 days before the date for ending the tenancy, stating the reason and the facts that support it, or at least 60 days if the reason is a sale, Landlord has given written evidence of the offer and Landlord pays Tenant one month's rent when giving the notice (this payment is required even if Landlord owns four or fewer units). When Landlord gives a notice for any qualifying reason, Landlord will also pay Tenant an amount equal to one month's rent at the time the notice is delivered, unless Landlord has an ownership interest in four or fewer residential dwelling units subject to Oregon's landlord-tenant law.

Oregon law sets different notice periods where the Home is in the same building or on the same property as Landlord's primary residence and the building or property has no more than two dwelling units. Those periods apply in that case.

A notice must be in writing and say the date the tenancy ends.

49. Leaving early

☐ Tenant may end this lease early by giving _____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If this lease charges a fee for leaving a fixed term early without cause, the fee is not more than one and one-half times the monthly rent. If Landlord charges that fee, Landlord will not also recover unpaid rent for any period of the fixed term after the date Landlord knew or reasonably should have known that Tenant left, and will not recover the cost of renting the Home to a new tenant. Landlord will not charge the fee when Tenant leaves under the domestic violence release or the military or state service rights described in this lease, or when Tenant ends a fixed term early by the notice Oregon law allows after Landlord gives a written notice ending the tenancy for a qualifying landlord reason under ORS 90.427(5). In that case Landlord also will not collect unpaid rent that would otherwise have accrued after the date in Tenant's notice and the date Tenant returns possession of the Home.

If Tenant moves out of a fixed term early with no right to, Landlord will make reasonable efforts to rent the Home for a fair rent. If Landlord rents it for a term that begins before this lease would have ended, this lease ends on the date the new tenancy begins. If Landlord fails to use reasonable efforts, or accepts the move-out as a surrender, this lease is treated as ended on the date Landlord knew or should have known Tenant left.

50. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

Whatever this lease says, Tenant may end this lease by written notice to Landlord with proof of official orders showing that Tenant is enlisting for active service in the Armed Forces of the United States; is a member of a National Guard or other reserve component or an active service component and is ordered to active service outside the area for more than 90 days; is ending active service in the Armed Forces; or is in a case ORS 90.475 lists for a member of the Public Health Service or the commissioned corps of the National Oceanic and Atmospheric Administration. A Tenant who is a member of the organized militia called into active state service by the Governor for 90 or more consecutive days may also end this lease by written notice with proof of official orders.

The lease ends on the date ORS 90.472 or 90.475 sets. Tenant is not subject to a penalty, fee, charge or loss of deposit because of that ending, and owes no rent beyond that date.

51. Safety, and other rights to leave early

Whatever this lease says, if Tenant gives Landlord at least 14 days' written notice that asks for it, Landlord will release Tenant and any immediate family member of Tenant named in the notice from this lease, if Tenant is the victim of domestic violence, sexual assault, bias crime or stalking. The notice must state the release date and list the names of any immediate family members to be released, and must come with verification that Tenant is protected by a valid order of protection or has been the victim of domestic violence, sexual assault, bias crime or stalking within the 90 days before the date of the notice. Any time the abuser was in jail or living more than 100 miles from Tenant's home does not count toward the 90 days.

52. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

53. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

54. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

55. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

56. Attorney fees

☐ In any action on this lease or arising under Oregon's landlord-tenant law, the court may award reasonable attorney fees at trial and on appeal, together with costs and necessary disbursements, to the prevailing party, whatever this lease says, subject to the limits in Oregon law. The prevailing party is the party in whose favor final judgment is rendered.

57. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Where Oregon law calls for actual notice (for example, notice of entry or of a denial of consent to enter), that notice may be given in any way Oregon law allows for actual notice, and it need not be in writing. Legal papers are served as the law requires.

58. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

59. Which law applies

Oregon law and any local law that applies to the Home govern this lease.

60. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

61. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

62. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

63. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

64. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law. ☐ The home was built in 1978 or later, so this section does not apply.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

65. Smoking policy

Smoking and vaping on the property (tick one):

☐ Smoking and vaping are prohibited on the whole property, including the Home, its balconies and patios, shared areas and grounds.

☐ Smoking and vaping are allowed on the whole property.

☐ Smoking and vaping are allowed only in these areas of the property: _____. They are prohibited everywhere else on the property.

Tenant pays for damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor.

66. Flood plain

Flood plain (tick one):

☐ The Home is located within a 100-year flood plain, as determined by the National Flood Insurance Program of the Federal Emergency Management Agency.

☐ The Home is not located within a 100-year flood plain.

67. Utility and service charges billed to Tenant

Utility and service charges billed to Tenant (tick one):

☐ This lease does not require Tenant to pay Landlord any utility or service charge that a provider bills to Landlord.

☐ Tenant will pay Landlord the utility or service charges that a provider bills to Landlord for these services provided to the Home: _____. Any charge for a shared area available to Tenant, described separately: _____. How the provider charges, and how its bill is divided among tenants where it covers more than one: _____. Landlord will bill Tenant in writing within 30 days after Landlord receives the provider's bill, and the charge will be only the cost billed to Landlord by the provider. If a bill also states the rent due, it will state the rent and the utility or service charge separately. Landlord will include a copy of the provider's bill, or will state that Tenant may inspect it at a reasonable time and place and may get a copy on request during the inspection for the reasonable cost of copying it.

68. Utilities Tenant pays that also serve others

Utilities that also serve others (tick one):

☐ Tenant pays no utility or service directly to a provider that also benefits Landlord or other tenants.

☐ Tenant pays directly to the provider for_____, which also benefits Landlord or other tenants because it is delivered to an area other than the Home.

69. Legal proceedings against the property

Legal proceedings against the property (tick one):

☐ The property is not subject to any outstanding notice of default under a trust deed, mortgage or contract of sale, any notice of trustee's sale, any pending suit to foreclose a mortgage, trust deed or vendor's lien, any pending declaration of forfeiture or suit for specific performance of a contract of sale, or any pending proceeding to foreclose a tax lien.

☐ The property is subject to a notice of default, notice of trustee's sale, pending foreclosure suit, pending declaration of forfeiture or suit for specific performance, or pending proceeding to foreclose a tax lien. Landlord told Tenant so in writing before Tenant signed this lease.

70. If the Home is in Portland: Ending the tenancy and rent increases

Landlord may end this tenancy without cause, or for a qualifying landlord reason allowed by Oregon law, only by written notice to Tenant at least 90 days before the termination date, or any longer period this lease sets, and Landlord will pay Tenant the relocation assistance that Portland City Code Section 30.01.085 requires, at least 45 days before the termination date, unless that Section exempts the Home and Landlord has given Tenant a copy of the City's exemption acknowledgment letter. Declining to renew or replace an expiring lease counts as ending the tenancy.

Landlord will not increase the rent or other housing costs by five percent or more over any 12 months unless Landlord gives Tenant written notice at least 90 days before the increase takes effect, or any longer period this lease sets. The notice will state the amount of the increase, the new amount, and the date it takes effect. If an increase is ten percent or more over 12 months, Tenant may be entitled to relocation assistance under Section 30.01.085 on Tenant's written request.

Landlord will include a description of Tenant's rights and obligations and the eligible amount of relocation assistance with each termination notice and each increase notice.

71. If the Home is in Portland: Security deposit

The security deposit, with any last month's rent Landlord requires, will not be more than Portland City Code Section 30.01.087 allows: if Landlord requires last month's rent, the deposit is no more than one-half of one month's rent in addition to it; if not, no more than one month's rent. Landlord may require up to one-half of one month's rent more only after conditionally approving an application, and will let Tenant pay that extra amount in installments over up to three months.

Within two weeks after receiving the deposit or last month's rent, Landlord will place it in a financial institution account kept separate from Landlord's personal and business accounts. Landlord will name the financial institution and its address, and say whether the account earns interest, in this lease. Interest on an interest-bearing account belongs to Tenant, except an optional five percent Landlord may keep for administrative costs and any part used to cover claims for damage, and is returned with the unused deposit. On Tenant's request, no more than once a year, Landlord will give Tenant a receipt showing the account and the interest earned.

Landlord may use the deposit to repair or replace only the fixtures, appliances, equipment and personal property that are itemized by description in this lease, and only for the cost reasonably necessary to restore them to their condition at the start of the tenancy. Landlord will not use the deposit for routine maintenance, ordinary wear and tear, items that failed or were damaged for reasons other than Tenant's acts or omissions, or any cost that insurance or a warranty covers. Landlord will not use the deposit for interior painting except to repair specific damage Tenant caused beyond ordinary wear and tear or to repaint walls Tenant painted without

permission, and will charge for flooring only where use beyond ordinary wear and tear requires it, and only for the discrete impacted area.

72. If the Home is in Portland: Condition report and move-out

Before the start date, Landlord will try to schedule a time convenient for both sides to walk through the Home and complete a condition report of the fixtures, appliances, equipment and personal property listed in this lease and any damage. Landlord and Tenant will both sign it, and Landlord will take photographs of the items in it and share them with Tenant. If no mutually convenient time can be found, Landlord will complete the report before the start date and share the photographs on the start date.

Within seven days after the start date, Tenant may give Landlord a condition report addendum on a form Landlord provides. If Tenant does not, Landlord's report is final. Landlord has seven days to dispute an addendum in writing; if Landlord does not, the report as changed by the addendum is the condition of the Home at the start of the tenancy. Landlord will update the report for repairs and replacements during the tenancy and give the update to Tenant, and Tenant may update the addendum.

Within one week after this lease ends, Landlord will walk through the Home with Tenant or Tenant's representative if Tenant wishes, after giving at least 24 hours' notice of the date and time. With the written accounting of the deposit that Oregon law requires, Landlord will give Tenant an itemized list of any repair or replacement, photographs of any damage beyond ordinary wear and tear, documentation that any labor cost over $200 is reasonable, and a written notice of Tenant's rights about security deposits. Landlord will not charge for damage or malfunctioning items noted on the condition report.

Within five business days after Tenant asks, or after Landlord gives notice of intent to end the tenancy, Landlord will give Tenant a written accounting of the rent payment history for up to the previous two years, with the completed rental history form from the Portland Housing Bureau.

73. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only: _____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in: _____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant: _____ Date: _____