

Kohler Meyers O'Halloran, Inc.

PROPERTY MANAGEMENT

Rental Application Policy and Screening Criteria

Kohler Meyers O'Halloran, Inc.:

- Requires a Kohler Meyers O'Halloran, Inc. approved form to be filled out and returned
- Requires no application fee
- Will time date applications when received and process them in the order received
- Will set aside incomplete applications for consideration after review of prior time-dated complete applications
- Will process applications within five business days
- Adheres to all Fair Housing and Equal Opportunity Regulations

Applications will be screened on the following criteria:

- 1.) Income to rent – KMO, Inc. will review application for sufficient income to support required rent and deposits. Outstanding debts and installment/revolving accounts may be considered in determining sufficient income. Debt to income may be considered.
- 2.) All income must be verifiable. Non-employment income must be substantiated with documentation.
- 3.) Verification will be by current and previous landlords. Applicant's failure to provide correct verifiable references may result in rejection of application. Rental history with relatives will not satisfy verification provisions.

Rental history must be free of evictions. Kohler Meyers O'Halloran, Inc. may review rental history with regard to slow rent payment, unit damage caused by applicant and any violation of prior rental agreement.

- 4.) Kohler Meyers O'Halloran, Inc. will complete a credit check with TransUnion Credit. If applicant desires information on credit report, he or she should contact Trans Union at the following address & phone #:

**Trans Union
2 Baldwin Place
P.O. Box 1000
Chester, PA 19022
1-(800) 888-4213**

- 5.) Demeanor (attitude and behavior) during application and interview process may be considered in determining eligibility.
- 6.) Inaccurate, incomplete or fabricated information by applicant shall be grounds for denial of the application or subsequent termination of tenancy upon determination of such falsified information.

Terms for Move-In:

- Agreed upon move-in date to be determined upon acceptance of applicant
- Applicant must be available to sign Rental Agreement within 48 hours of approval of Application.
- Security Deposit, in Total, to be paid upon execution of Rental Agreement
- First month's rent to be paid prior to move-in
- Refundable security deposit as designated appropriate for each property
- Second month's rent may be pro-rated
- In residential rental properties, no commercial use of property for compensation (such as day care) will be allowed
- Permission may be given for a person with disabilities to install necessary ramps or bars as needed. In such instances, Tenant must agree to return property to original conditions and remove all the above installations, upon request, at the time of termination. Such installation and removal of equipment is sole responsibility of Tenant.

APPLICATION TO RENT

Check here if Application to Co-Sign



Rental Address _____ Unit # _____

Date: _____ Time: _____ Move-in Date: _____ Photo I.D.? _____ # of Units Available _____

APPLICANT INFORMATION

Applicant Name: _____ Telephone: _____
First Middle Last

E-mail Address: _____ Cellular: _____

SSN #: _____ Birth Date: _____ Driver's License, State and #: _____

• **Current Address:** _____ # _____ City: _____ State: _____ Zip: _____

Since: _____ Why are you moving? _____

Current Landlord: _____ Rent Amount \$ _____ Telephone: _____

• **Previous Address:** _____ # _____ City: _____ State: _____ Zip: _____

From: _____ To: _____ Why did you move? _____

Previous Landlord: _____ Rent Amount \$ _____ Telephone: _____

• **Previous Address:** _____ # _____ City: _____ State: _____ Zip: _____

From: _____ To: _____ Why did you move? _____

Previous Landlord: _____ Rent Amount \$ _____ Telephone: _____

• **Previous Address:** _____ # _____ City: _____ State: _____ Zip: _____

From: _____ To: _____ Why did you move? _____

Previous Landlord: _____ Rent Amount \$ _____ Telephone: _____

Have you ever: Been Evicted? Yes No; Been sued by a Landlord? Yes No; Filed Bankruptcy? Yes No; Been convicted, or pleaded guilty or no contest to a crime? Yes No; If you checked yes to any of the previous questions, please explain what occurred and when it occurred: _____

EMPLOYMENT/INCOME

Current **Previous Employer:** _____ How Long? _____

Supervisor: _____ Telephone: _____

Job Title: _____ Gross(per month): \$ _____ Full-time Part-time

Current **Previous Employer:** _____ How Long? _____

Supervisor: _____ Telephone: _____

Job Title: _____ Gross(per month): \$ _____ Full-time Part-time

Current **Previous Employer:** _____ How Long? _____

Supervisor: _____ Telephone: _____

Job Title: _____ Gross(per month): \$ _____ Full-time Part-time

Current **Previous Employer:** _____ How Long? _____

Supervisor: _____ Telephone: _____

Job Title: _____ Gross(per month): \$ _____ Full-time Part-time

Other Income (per month): \$ _____ Source: _____ Telephone: _____

Other Income (per month): \$ _____ Source: _____ Telephone: _____

REFERENCES

• **Emergency Contact:** _____ Telephone: _____
Name Address Relationship

• **Personal Reference:** _____ Telephone: _____
Name Address Relationship

• **Personal Reference:** _____ Telephone: _____
Name Address Relationship

PROPERTY

• **Automobile Make:** _____ Model: _____ Year: _____ License#: _____ State: _____

• **Automobile Make:** _____ Model: _____ Year: _____ License#: _____ State: _____

• **Other Vehicles/Boats:** _____ Model: _____ Year: _____ License#: _____ State: _____

Do you own: Water-Filled Furniture: Yes No Fish Tank or Aquarium? Yes No

PET #1 **PET #2**

Type: _____ Size: _____ Weight: _____ Type: _____ Size: _____ Weight: _____

Has the Pet ever injured anyone or damaged anything? Yes No Has the Pet ever injured anyone or damaged anything? Yes No

Comments & Explanations from Applicant: _____

BANK

• Bank: _____ Branch: _____ Checking Account #: _____
• Bank: _____ Branch: _____ Savings Account #: _____

HOUSEHOLD

For identification purposes only, please list names and dates of birth for all persons that will be occupying the unit.

Name _____ Date of Birth _____ Name _____ Date of Birth _____
Name _____ Date of Birth _____ Name _____ Date of Birth _____
Name _____ Date of Birth _____ Name _____ Date of Birth _____

Monthly Rent: \$ _____ Security Deposit: \$ _____ Last Month's Rent Deposit: \$ _____

Additional Security Deposit for Pet \$ _____ Additional Rent (Pet) \$ _____

*The above deposits may be increased in the rental agreement, if (a) the applicant does not meet all screening criteria, (b) the Landlord agrees to approve the application, subject to the payment of additional deposits, and (c) the applicant agrees to sign a rental agreement containing the additional deposits.

NON-REFUNDABLE FEES: (Check all that apply)

- Late Charge of \$ _____ or \$ _____ per day (until the end of the month) or \$ _____ every five days (until the end of the month)
- Smoke alarm, smoke detector or carbon monoxide alarm tampering fee of \$ _____
- Dishonored Check Fee: \$35.00 plus any charges bank imposes on Landlord
- Early lease termination (May not exceed 1 1/2 times the monthly rent) of \$ _____
- \$ _____ (\$50.00 if left blank*) for late payment of utility or service charge that is paid directly to the Landlord (per occurrence)
- \$ _____ (\$50.00 if left blank*) for failure to clean up pet, service or companion animal waste, garbage, rubbish or other waste from outside of the dwelling unit (per occurrence)
- \$ _____ (\$50.00 if left blank*) for improper use of vehicle within the premises (per occurrence)
- \$ _____ (\$50.00 if left blank*) for parking violations (per occurrence)
- \$ _____ (\$50.00 if left blank*) for smoking in a clearly designated nonsmoking unit or area of the Premises

*Note: The foregoing noncompliance fees apply to a second violation. Third or subsequent violations will result in a noncompliance fee of \$ _____ (\$50.00 if left blank) plus 5% of the rent.

\$ _____ (\$250.00 if left blank) for keeping on the Premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405. This noncompliance fee only applies to a second or any subsequent violation and may not exceed \$250.00.

Check If Applicable: The Landlord requires tenant to obtain and maintain renter's liability insurance in the amount of \$ _____ (if left blank, \$100,000.00). Landlord may require proof of insurance prior to entering into a written rental agreement. Tenant is not required to obtain renter's liability insurance if Tenant's household income is less than 50% of the median income for the area adjusted for family size and determined by the State Housing Council or the dwelling unit occupied by Tenant has been subsidized with public funds except housing assistance payments not tied to the dwelling unit, such as under 42 U.S.C. 1437f (e.g. Section 8).

Screening Fee \$ _____ (If paid, Applicant acknowledges receiving a copy of Landlord's applicant screening guidelines, and has been told the number of units available or that will be available in the near future for rent in the area and of the type sought by the Applicant and the number of applications accepted and under consideration for those units). _____ **Applicant Initials**

RENTAL CHARGES, FEES AND DEPOSITS DISCLOSURE

NOTICE:

Tenant Screening Entails the following (check all that apply):

- Tenant Screening Service
- Credit Reporting
- Public Records Search
- Rental History Verification
- Employment Verification
- Personal Reference Verification

You have the right to dispute the accuracy of information provided by the tenant screening service or credit reporting agency who will be contacted for information concerning your application. Applicant agrees that an incomplete application may cause delays or result in denial of tenancy. Applicant certifies that the above information is correct and complete and by signing below applicant authorizes Landlord/Agent to obtain a tenant screening/credit report on Applicant.

APPLICATION DISCLOSURES

Applicant _____ Date _____

TERMS AND CONDITIONS

1. **RENTS:** Unless another date is set forth above, all monthly charges are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the 4th day of the rental period a late fee in the amount stated on this Rental Agreement will be imposed on the 5th day of the rental period and Owner/Agent may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior Owner/Agent approval. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future rent payments by certified check or money order. If the tenancy is a month-to-month tenancy, Owner/Agent may not increase rents during the first year after the tenancy begins, and may increase rents at any time after the first year of the tenancy by giving Resident at least 90 days prior written notice of the effective date of the rent increase. The notice will specify the amount of the rent increase, the amount of the new rent and the date on which the increase becomes effective. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360-day year composed of twelve months of 30 days each; b) a 365-day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365-day year.
2. **NONPAYMENT OF RENT OR OTHER AMOUNTS DUE:** If rent is not paid when due, Owner/Agent may issue a 144-hour notice of nonpayment of rent on or after the 5th day of the rental period or a 72-hour notice of nonpayment of rent on or after the 8th day of the rental period. Failure of Resident to timely pay any other amounts due Owner/Agent is a material noncompliance with this Rental Agreement.
3. **APPLICATION OF PAYMENTS:** Except as set forth below, all payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/Agent as follows: first to any outstanding rent from prior periods; second, rent for the current rental period; third, utility or service charges; fourth, to late rent payment charges; and finally, to any other fees, charges, damage claims or other claims owed by Resident. Owner/Agent may not deduct a previously imposed late charge from a current or subsequent rental period rent payment, thereby making that rent payment delinquent for imposition of a new or additional late charge or for termination of the tenancy for nonpayment of rent. Owner/Agent may not deduct a noncompliance fee from a rent payment.
4. **EARLY TERMINATION OF FIXED TERM TENANCY:** Upon any failure of Resident to occupy the Premises for the full term of a fixed term tenancy, for any reason other than as provided in ORS 90.453(2), 90.472 or 90.475, Owner/Agent may charge Resident either:
 - A) all of the following: i) all rent, unpaid fees and other non-rent charges accrued prior to the date that Owner/Agent knew or reasonably should have known of the abandonment or relinquishment of the Premises; ii) all damages relating to the condition of the Premises; iii) an early termination fee in an amount not to exceed one and one-half month's stated rent and which is due on the earlier of the date Resident gives notice to vacate or the date the Premises is vacated; iv) interest on the above amounts at the statutory rate from the date each was due, and v) all other amounts are due at the times specified in this Rental Agreement; or
 - B) all actual damages resulting from the early termination, including but not limited to: (i) repayment of concessions; all rent through the earlier of the date the Premises is re-rented and the lease termination

date; (ii) advertising and administrative costs to re-rent the Premises; (iii) concessions given to re-rent the Premises; (iv) the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement; (v) damages related to the condition of the Premises, and (iv) interest on all amounts at the statutory rate.

5. **TERMINATION OF MONTH-TO-MONTH TENANCY:** A 30-day written notice to terminate will be required for Resident to terminate a month-to-month tenancy. Any termination notice from Resident may not be revoked without Owner/Agent's written consent. Owner/Agent must give at least 30* days' written notice to terminate a month-to-month tenancy during the first year of the occupancy. Except as otherwise provided by law, after the first year of occupancy at least 60* days' written notice will be required. First year of the occupancy includes all periods in which any of the Residents has resided in the unit for one year or less. If Resident fails to vacate at the end of any termination notice, Resident will be liable for Owner/Agent's actual damages.

*In certain local jurisdictions, the minimum notice period for Owner/Agent to terminate using an end of tenancy notice is longer.

6. **CONVERSION OF FIXED-TERM TENANCY:** A fixed-term tenancy will automatically convert to a month-to-month tenancy unless the parties agree on a new fixed term prior to the end of the existing fixed term or either party has properly terminated the tenancy by giving at least 30* days' written notice prior to the end of the fixed term, or 60* days by the Owner/Agent if such termination is after the first year of occupancy. Unless Owner/Agent has provided a written rent increase notice with a different amount, effective automatically upon conversion to a month-to-month tenancy, the Monthly Stated Rent will increase by the amount set forth on page one of this Agreement.

*In certain local jurisdictions, the minimum notice period for Owner/Agent to terminate using an end of tenancy notice is longer.

7. **PETS, WATERBEDS AND MUSICAL INSTRUMENTS:** No cats, dogs or other pets capable of causing damage to persons or property are allowed on the Premises (either visiting or living there) without a signed pet agreement, payment of any deposit, and providing insurance, as required by Owner/Agent. Resident will be responsible for and indemnify Owner/Agent against any and all damage or injuries caused by his/her or visiting pet(s). Waterbeds and/or aquariums are permissible only with proper insurance and written approval by Owner/Agent. Musical instruments which can be heard outside the confines of the dwelling unit are not allowed without the prior written consent of Owner/Agent.

8. **OCCUPANTS:** The Premises will be used only for housing persons listed on this Rental Agreement. Additional Residents must be approved by Owner/Agent and are subject to full screening procedures. Persons other than those specifically listed on this Rental Agreement shall be strictly prohibited from staying in the Premises for more than 10 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the Premises" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify Owner/Agent in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Owner/Agent identifying any person not identified on this Rental Agreement and staying in the rental unit for more than 10 consecutive days, or 20 nonconsecutive days in any 12-month period, and shall state whether such person is contributing to the income of Resident and to what extent. Owner/Agent may require any person listed on page 1 as an "Other Occupant," upon reaching the age of 18, to submit an application and screening charge to Owner/Agent, be screened and if the person meets all current screening criteria, be added to this Rental Agreement as a Resident. Failure to submit an application and screening charge within 10 days of Owner/

Agent's request, failure to meet the screening criteria, or failure to execute documents to be added as a Resident within 10 days of a successful screening, will be a material violation of this Rental Agreement.

- 9. SUBLETTING:** Transfer of any interest in this Rental Agreement or subletting the Premises, or any part, is not permitted without Owner/Agent written approval. Subletting means allowing anyone to stay in your unit for consideration, including but not limited to nightly or short-term rentals.
- 10. CARE OF PREMISES:** Resident agrees to keep all areas of the Premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Resident shall take particular caution regarding the use of cigarettes and other fire hazards. Resident shall not store flammable or hazardous materials. Resident will not store personal property in a manner or in amounts which: increase the risk of fire; impedes proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the Premises or danger for Resident or neighbors living on the Premises. Resident is responsible for all damages to furnishings or Premises caused by his/her negligence, or beyond normal wear and tear. Damage from any type of smoke will never be considered normal wear and tear. Resident shall report leaky or defective faucets at once. Resident must pay for any and all expense due to damage to the building or furnishings, other than ordinary wear and tear, including but not limited to damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins. Resident is responsible for replacing lightbulbs, batteries and filters which need replacement during the tenancy.
- 11. YARD MAINTENANCE:** If the yard is to be maintained by Resident, it must be maintained in a clean and well groomed manner, including but not limited to, adequate watering of all lawns and planted areas, mowing and edging the lawn(s), fertilizing the lawn(s) and all plants as needed, and removing invasive weeds. If yard is not adequately maintained, in addition to all other remedies for material non-compliance, Owner/Agent may, after at least 10 days written notice, perform maintenance work on the yard and bill Resident for such work.
- 12. WINTERIZATION:** Resident is responsible to winterize the Premises by placing faucet covers on all exterior hose bibs, draining sprinkler systems and ensuring proper heat of the interior of Premises during the winter months. For any Premises that includes a sidewalk, Resident is responsible for keeping the sidewalk free from snow and ice.
- 13. BARBECUES/FIRE PITS:** Resident must fully comply with all applicable codes and regulations related to the use of barbecues. In many areas, fire codes prohibit the use of either charcoal or propane barbecues on balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. The only exception is the use of electric-style barbecues or the small hibachi-style barbecues that utilize one-pound propane cylinders. These may be allowed when kept well away from combustible building surfaces and unplugged or with cylinder removed (as applicable) when not in use. Fire pits are prohibited.
- 14. USE OF AND CHANGES TO PREMISES:** Resident will: (a) use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances on the Premises in a reasonable manner; (b) immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible; (c) make no changes or additions to the Premises of any nature; (d) not install or attach anything on the walls, ceilings or in the windows that will cause damage to the unit without the prior written consent of Owner/Agent; (e) not hang anything on or tamper with any fire safety system; (f) not engage in any conduct that violates any applicable laws; (g) not remove, obstruct or tamper with a sprinkler head used for fire suppression. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's satellite dish policy and applicable law.
- 15. DAMAGE:** Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit

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any persons to do so and to assume all liability for damages other than ordinary wear and tear.

16. SECURITY DEPOSITS: All refundable deposits, however designated, may be used by Owner/Agent to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the Premises back to Owner/Agent. If any portion of the deposit is used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from Resident at the time the accounting is sent to Resident. Any amounts not paid by Resident within 31 days of the due date will incur interest at 1% per month. Sending the accounting and/or refunding any deposit does not waive the Owner/Agent's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple Residents shall be refunded: (a) only when the last Resident vacates the Premises and terminates his/her tenancy; (b) made payable to all Residents, unless agreed otherwise by all Residents and Owner/Agent in writing; and (c) mailed to any single forwarding address supplied by Resident (if no forwarding address is supplied, it will be mailed to the Premises). Security deposits may be deposited into an interest-bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to any agreement between Owner and Agent. No interest will be paid to Resident on security deposits. If the "Deposits Held By Owner" box is checked on page 1 of this Rental Agreement, all deposits will be deposited by Agent into a trust account as required by Oregon law. Agent will then forward the deposits to the Owner of the property, who will manage the deposits pursuant to Oregon law.

17. NON-COMPLIANCE FEES: Owner/Agent may charge a fee for a second noncompliance or for a subsequent noncompliance with written rules or policies that describe the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one year after a written warning notice. Except as provided below, the fee may not exceed \$50 for the second noncompliance within one year after the warning notice for the same or a similar noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third or subsequent noncompliance within one year after the warning notice for the same or a similar noncompliance. Owner/Agent may charge a fee for occurrences of noncompliance with written rules or policies for the following types of non-compliance: (A) The late payment of a utility or service charge that the tenant owes the landlord (date of payment must be specified in the utility bill and must not be less than 30 days after delivery of the bill); (B) Failure to clean up pet waste from a part of the Premises other than the dwelling unit; (C) Failure to clean up the waste of a service animal or a companion animal from a part of the Premises other than the dwelling unit; (D) Failure to clean up garbage, rubbish and other waste from a part of the Premises other than the dwelling unit; (E) Parking violations; (F) The improper use of vehicles within the Premises; (G) Smoking in a clearly designated nonsmoking unit or area of the Premises; and (H) Keeping on the Premises an unauthorized pet capable of causing damage to persons or property. The fee for a second or subsequent noncompliance with subsections (G) or (H) may not exceed \$250 and cannot be assessed before 24 hours for subsection (G) and 48 hours for subsection (H) after the required warning to Resident.

18. JOINT RESPONSIBILITY: Each Resident is jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the Premises or common area by Resident, any Resident or Occupant of the same Premises or his/her guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with Owner/Agent. Any valid termination notice received from any one Resident may be considered by Owner/Agent a termination notice from all Residents. Any Resident not giving the notice who desires to remain in the Premises may be required to submit updated financial information and requalify under Owner/Agent's then-current criteria.

19. ACCESS: Resident agrees not to unreasonably withhold consent to Owner/Agent to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or

improvements or to show the Premises to prospective buyers or residents. Owner/Agent may enter the Premises without consent in an emergency or at any reasonable time with 24 hours' actual notice or after receipt of Resident's written request for maintenance. If Owner/Agent is obligated to maintain the yard, Owner/Agent, or its contractors, may enter the yard (but not the dwelling unit) without notice, at reasonable times and with reasonable frequency, to perform the maintenance work. Owner/Agent may enter the Premises (but not the dwelling unit) without notice to serve notices permitted under this Rental Agreement or by law.

- 20. ABSENCE:** Resident agrees to notify Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
- 21. LEGAL ACTION:** In the event Owner/Agent has to bring an action to enforce any provisions of this Rental Agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.
- 22. LOCKS:** Doors of Resident's Premises should be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Resident. Resident shall not change the locks without Owner/Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed. Owner/Agent is not required to provide lockout services.
- 23. RENTER'S INSURANCE:** If renter's insurance is required by this Rental Agreement, the Resident, or all Residents as a group if there are multiple Residents, will obtain and maintain insurance with liability coverages of at least the minimum amount listed. If there are multiple Residents, all must be named insureds on the policy, or at the Residents' option, they may each obtain a policy with limits in the minimum amount listed. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the Premises. Resident must name Owner/Agent as an interested party on Resident's renter's liability insurance policy authorizing the insurer to notify Owner/Agent of: (A) cancellation or nonrenewal of the policy; (B) reduction of policy coverage; or (C) removal of Owner/Agent as an interested party. Owner/Agent may require documentation that: (a) Resident has named Owner/Agent as an interested party on Resident's renter's liability insurance policy; or (b) that Resident's liability insurance is in effect on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Owner/Agent reasonably believes that Resident fails to maintain the renter's liability insurance. Failure to maintain such insurance in full force will be considered a material non-compliance with this Rental Agreement. Owner/Agent may require that Resident obtain or maintain renter's liability insurance only if Owner/Agent obtains and maintains comparable liability insurance and provides documentation to any Resident who requests the documentation, orally or in writing. Owner/Agent may provide documentation to Resident in person, by mail or by posting in a common area or office. The documentation may consist of a current certificate of coverage. If insurance is not required by this Rental Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property.
- 24. CONDUCT:** The Premises is to be used only as a dwelling. The Premises may not be used for the conduct of any commercial activity that involves customers or clients coming to the unit (including but not limited to day care) or the delivery or storage of inventory or equipment. Each Resident is responsible for his/her own conduct, as well as that of the other Residents in the Premises and their guests. Noisy or other conduct that disturbs the quiet enjoyment of any other resident or neighbors or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. the level and/or type of noise emitted from the unit may not exceed what is normal and customary for similar housing. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where

specifically permitted by Owner/Agent. The use, possession, manufacture, or distribution of illegal substances, as defined in either federal or state law, either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the Premises who has been excluded from the common areas by Owner/Agent; or b) stay in his/her Premises, as defined in section 8 above, who has had his/her Rental Agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's Premises, or any guest of Resident that interferes with the management of the Premises, shall be considered a material non-compliance with this Rental Agreement. No one will engage in conduct that endangers themselves or others. No one will enter or use any areas of the property that are not intended for use by residents such as roofs, attics, crawl spaces, maintenance shops, etc.

25. MALFUNCTIONS: Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident shall not tamper with the heating system, plumbing system, appliances, locks, doors, light fixtures, smoke alarms or carbon monoxide alarms.

26. RESIDENT LOSSES: Owner/Agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the Premises arising out of any accident, act of God, or occurrence beyond the control of Owner/Agent. Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act.

27. CO-SIGNER: If the obligations under this Rental Agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this Rental Agreement.

28. HOUSE RULES: Owner/Agent's custom rules and regulations for the property, as well as the rules and regulations contained in Multifamily NW form M204 OR-WA (House Rules & Regulations) apply and are incorporated by reference herein.

29. WRITTEN NOTICES: All notices required under this Rental Agreement or state law to be in writing shall be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from Owner/Agent to Resident shall be deemed served on the day and at the time it is both mailed by first class mail to Resident at the Premises and attached in a secure manner to the main entrance of that portion of the Premises of which Resident has possession. If served by first class mail and attachment, a notice from Resident to Owner/Agent shall be deemed served on the day one copy is mailed by first class mail to Owner/Agent at the mailing address set forth on page one of this Rental Agreement and a second copy attached in a secure manner to the "Owner/Agent's Designated Location for Attached Notices" identified on page one of this Rental Agreement. If the Owner/Agent's Designated Location for Attached Notices is located inside a secured building, the notice should be attached to the main entrance of such building. Agent is authorized to accept notices on behalf of Owner.

30. ACTUAL NOTICE: Whenever state law requires actual notice, such notice may be served by one or more of the following methods: (a) verbally to Owner/Agent or Resident or by leaving a message on Owner/Agent's or Resident's answering machine or voicemail system; (b) written notice that is personally delivered to Owner/Agent or Resident, left at Owner/Agent's rental office, sent by facsimile to Owner/Agent's residence or rental office or to Resident's Premises, or attached in a secure manner to the main entrance of Owner/Agent's residence or Resident's Premises; (c) written notice that is delivered by first class mail to Owner/Agent or Resident, which notice shall be considered served three days after the date the notice was mailed; or (d) written notice electronically delivered to any email address, mobile phone number or other electronic method listed on the front of this Agreement or specified by either party in writing from time to time. Resident is responsible for keeping Owner/Agent advised of any changes to his/her electronic delivery address/phone number. Utility bills may be delivered electronically or by methods (b) or (c) above.

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- 31. CONTROL OF COMMON AREAS:** Owner/Agent and any person designated by Owner/Agent retain control over any common areas of the property of which the Premises are a part for the purposes of enforcing state trespass laws and shall be the “person in charge” for that purpose as that phrase is defined at ORS 164.205(5). If Owner/Agent excludes a person from the common areas, Resident may not invite such person into their unit or grant permission to such person to enter or remain on the common areas.
- 32. HOMEOWNER ASSOCIATION ASSESSMENTS:** Resident will pay assessments, as defined in ORS 94.550 and 100.005, if the unit is within a homeowners association organized under ORS 94.625 or an association of unit owners organized under ORS 100.405, and: (A) The assessments are imposed by the association on Owner/Agent; (B) The assessments are imposed by the association on any person for expenses related to moving into or out of a unit located within the association; and (C) Owner/Agent gives a copy of the assessment to Resident before or at the time Owner/Agent charges Resident. Any assessment required to be paid by Resident under this section is due at the time a copy of the assessment is provided to Resident.
- 33. REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION:** As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such requests be made in writing.
- 34. TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in conjunction with application for this Premises is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner/Agent’s current rental criteria, this is grounds for termination of tenancy.
- 35. RESCREENING:** Each Resident authorizes Owner/Agent to obtain a new or updated consumer credit report and/or an investigative consumer report: if any Resident requests to transfer to another unit; upon any change in either the Owner or Agent; annually; any Resident leaves or a new Resident is approved by Owner/Agent; or for any other valid business purpose. A consumer credit report or an investigative consumer report may include the checking of the Resident’s credit, income, employment, rental history, and criminal court records and may include information as to his/her character, general reputation, personal characteristics, and mode of living. Each Resident has the right to request additional disclosures provided under Section 606 (b) of the Fair credit Reporting act, and a written summary of your rights pursuant to Section 609(c). Each Resident has the right to dispute the accuracy of the information provided to the Owner/Agent by the screening company or the credit reporting agency as well as complete and accurate disclosure of the nature and scope of the investigation. Residents agree to reimburse Owner/Agent for the costs of such report(s).
- 36. SALE OF PROPERTY:** Upon any sale of the Premises, Resident will look solely to the new Owner for all future performance under this Rental Agreement, including but not limited to return of the security deposit. Nothing contained herein makes the new Owner liable for occurrences prior to the sale or releases the selling Owner from liability that accrued during his/her ownership.
- 37. COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the Premises, and, except as provided below, any other written addenda executed by the parties on or after the date of this Rental Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement, to the extent consistent herewith, remain in effect and are incorporated herein.