

THIS AGREEMENT, entered into in duplicate this 18 day of DEC, 1979, by and between STANLEY H. MATHIAS & MARIE MATHIAS, lessor, and WILLIAM S. FRICKSON JR & JERRINE M. FRICKSON, lessee;

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the terms of lessee's covenants herein contained, lessor does hereby demise and let unto the lessee and lessee hires from lessor for use as a residence those certain premises described as SPRAGUE RIVER CAFE AT SPRAGUE RIVER HWY. BUSSINESS located at SPRAGUE RIVER CAVE 97639

☐ on a month to month tenancy beginning 12/1/79, 1979, (Indicate which)  
☐ for a term of 1 year commencing 12/1/79, 1979, and ending 12/1/80, 1980.  
at a rental of \$ 375.00 per month, payable monthly in advance on the 1st day of each and every month. Rents are payable at the following address: P.O. Box 752 SPRAGUE RIVER CAVE 97639

It is hereby agreed that if rent is unpaid after four (4) days following due date, the lessee shall pay a late charge of \$1.00 per day computed to include the first day due and continuing until both rent and late charges are fully paid. Any dishonored check shall be treated as unpaid rent and shall be subject to the same late charge plus \$5.00 as a special handling fee and must be made good by cash, money order or certified check within 24 hours of notification.

It is further mutually agreed between the parties as follows:

1. Said aforementioned premises shall be occupied by no more than 10 adults and NA children;

2. Lessee shall not violate any city ordinance or state law in or about said premises;

3. Lessee shall not sub-let the demised premises, or any part thereof, or assign this lease without the lessor's written consent;

4. If lessee fails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, lessor at lessor's option, and after proper written notice, may terminate this tenancy;

5. Lessee shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted; a fee is herewith paid, no part of which is refundable, for cleaning up and restoring the premises in the amount of \$ 1000.00

6. There shall be working locks on all outside doors; lessor shall provide lessee with keys for same;

7. Lessee ☐ Lessor ☐ shall properly cultivate, care for and adequately water the lawn, shrubbery and grounds;

8. Lessor shall supply electric wiring, plumbing facilities capable of producing hot and cold running water and adequate heating facilities;

9. Lessee shall pay for all natural gas, electricity, and telephone service. All other services will be paid for by Lessor and Lessee as follows:

	Lessee	Lessor
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Garbage Service	<input type="checkbox"/>	<input type="checkbox"/>

10. Lessee agrees to assume all liability for, and to hold lessor harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of lessee or lessee's invitees or guests, in or upon any part of the demised premises, and to be responsible for any damage or breakage to lessee's equipment, fixtures or appliances therein or thereon, not caused by lessor's misconduct or willful neglect.

11. Nothing herein shall be construed as waiving any of the rights provided by law of either party hereto;

12. In the event any suit or action is brought to collect any of said rents or to enforce any provision of this agreement or to repossess said premises, reasonable attorney's fees may be awarded by the trial court to the prevailing party in such suit or action together with costs and necessary disbursements; and on appeal, if any, similar reasonable attorney's fees, costs and disbursements may be awarded by the appellate court to the party prevailing on such appeal;

13. The lessor, after 24 hours' written notice specifying the causes, may immediately terminate the rental agreement and take possession in the manner provided in ORS 105.105 to 105.155, if the lessee, someone in the lessee's control or the lessee's pet: (a) Seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon the lessor or other lessees; (b) Intentionally inflicts any substantial damage to the premises; or (c) Commits any act which is outrageous in the extreme.

14. Lessee shall not allow any undriveable vehicle to remain on the premises for more than 24 hours. No car repairs are to be made on the premises, including minor maintenance such as an oil change;

15. Upon termination of this Rental Agreement or the surrender or abandonment of the premises, and it reasonably appears to lessor that lessee has left property upon the premises with no intention of asserting further claim to such property or the premises, or if lessee has been continuously absent for seven (7) days after termination of the tenancy

- Lessee Further Agrees { 1. That he has personally inspected the premises and finds them satisfactory at the time of execution of this agreement;  
2. That he has read this agreement and all the stipulations contained in the lease agreement.  
3. That no promises have been made to him except as contained in this agreement and lease, except the following:

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written and lessee, by affixing his signature hereto, acknowledges receipt of one copy of the executed documents.

Stanley Mathias Lessor William S. Frickson Jr Lessee  
Marie Mathias Jerrine M. Frickson

The words lessee and lessor shall include the plural as well as the singular.  
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 18th day of December A.D., 19 79 at 12:48 o'clock P M., and duly recorded in Vol 1179, of Deeds on Page 29027.

FEE \$3.50

WM. D. MILNE, County Clerk  
By Bernice A. Helseth Deputy

Stanley Mathias P.O. Box 752 SPRAGUE RIVER OR 97639