

FORM No. 818
STEVENS-HESS LAW PUBLISHING CO., PORTLAND, OR. 97204
OABE

RENTAL AGREEMENT (Dwelling Unit—Residence Occupied)

THIS AGREEMENT entered into in duplicate this 7th day of July, 1989, by and between Vernon and Nina Mathews, lessor, and Ric and Connie Timm, 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 188 Dahlia street (single unit house) located at Klamath Falls, Oregon 97601

☐ on a month to month tenancy beginning August 1989, and ending July 7 1993 (Indicate which)
☒ for a term of four years commencing 8 July 1989, and ending XXXX, and ending XXXX (Indicate which)
at a rental of \$ 425.00 per month, payable monthly in advance on the 7th day of each and every month. Rents

are payable at the following address: P.O. Box 611, VHFS Warrenton, VA 22186
It is hereby agreed that if rent is unpaid after 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 be subject to the same late charge plus a \$5.00 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 2 adults and 3 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 Incl. in #19 and restoring the premises in the amount of \$ XXXX

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 checked="" type="checkbox"/>	<input type="checkbox"/>
Cable TV	<input checked="" 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 105.165, if: (a) The tenant, someone in the tenant's control or the tenant's pet seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon the landlord or other tenants; (b) The tenant or someone in the tenant's control intentionally inflicts any substantial damage to the premises; (c) The tenant has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another or allowing another person to occupy the premises without the written permission of the landlord, and the landlord has not knowingly accepted rent from the person in possession; or (d) The tenant or someone in the tenant's control commits any act which is outrageous in the extreme.

14. Lessee shall not allow any undrivable 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 oil changes.

15. Upon termination of this Rental Agreement or the surrender or abandonment of the premises, and it reasonably appears to lessor that

Lessee ☐ Further ☐ Agrees ☐ 1. That lessee has personally inspected the premises and finds them satisfactory at the time of execution of this agreement; structure, grounds & appliances.
2. That lessee has read this agreement and all the stipulations contained in the lease agreement.
3. That no promises have been made to lessee except as contained in this agreement and lease, except the following: XXXX
4. During the term of this lease lessee has an option to purchase for \$49,900.00. Rents

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.

Vernon & Nina Mathews 24 July 89
Ric & Connie Timm 24 July 89
The words lessee and lessor shall include the plural as well as the singular.

Ric Timm 8/3/89
Connie Timm 8/3/89
*See S-N Form Nos. 829, 971, 972, 973.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Timm the 3rd day of Aug. A.D., 19 89 at 2:48 o'clock PM., and duly recorded in Vol. M89, of Deeds on Page 14351

FEE \$8.00

Return: Richard Timm
188 Dahlia, Klamath Falls, Or. 97601

Evelyn Biehn - County Clerk

By Douglas Muller