

25788 CS RENTAL AGREEMENT

2A (89)

NAME(S): Colleen Woods

ADDRESS: 3926 Clinton

CITY: Klamath Falls

STATE: OR

DATE: 10-11-90

ZIP: 97603

UNIT:

MONTH TO MONTH tenancy beginning 10-12-90

Rent is due on the 12th day of each month.

MONTHLY RENT \$ 400

NON-REFUNDABLE FEE \$ 200

REFUNDABLE SECURITY DEPOSIT \$ -

Other \$ -

Other \$ -

SUBTOTAL \$ -

Less Deposit Money \$ -

TOTAL DUE PRIOR TO MOVE-IN \$ 600

Prorated rent to 19 is \$ -

\$ / day X

ADDITIONAL CHARGES:

Discount if paid within four days \$ 10.00

Late charge if five days late \$ 15.00

Returned Check Charge \$ -

MAKE RENT PAYMENTS TO:

THE PRUDENTIAL APPARTMENT PRICE

DISCLOSURE:

Utility:

Foreclosure/Default:

O - Owner Pays.

R - Resident Pays.

Electricity	R	Water	R
Gas	R	Sewer	O
Oil/Gas (Propane)		Garbage	R
Telephone	R		
Furnace			

PETS: No pets allowed. Pets allowed but limited to:

2 OUT DOOR Dog 1 CAT

for a \$ 0 Pet fee Deposit

OCCUPANCY: Limited to 3 number of persons.

The following items are furnished for tenants use while occupying

this unit:

 Range Garbage disposal Refrigerator Garbage can Dishwasher Other GARDEN HOSE Drapes or curtains Other 882-8788YARD CARE: Landscaping and snow removal will be maintained by owner/agent. Tenant will mow, water and maintain lawn as reasonably required if necessary for owner/agent to perform work, tenant shall

be billed for costs.

TERMS AND CONDITIONS

1. TERMINATION
- A) Tenant's Termination Notice: Tenant(s) shall not terminate this rental agreement without the required 30-day written notice. Failure of tenant(s) to give required 30 days written notice makes tenant(s) liable for another 30 days rent. Each tenant who signs this agreement is jointly and severally liable and notice that is given to or received by one tenant is binding on all other tenants. Upon giving a termination notice, the tenant(s) must give a single forwarding address for notices and accounting.
- B) Owner/Agent's Termination: The owner/agent may terminate a month-to-month tenancy at any time, with or without cause, upon giving tenant no less than 30 day prior written notice.
- C) 72 Hour Notice: If the rent is 7 days in arrears, after 72 hours written notice by posting on door and first class mail on same day, first class mail or personal service upon the tenant, the owner/agent may immediately terminate the rental agreement and take possession of the premises. Rent must be paid within 72 hours at the place where tenant(s) normally make all rental payments.
- D) 24 Hour Notice: If the tenant, someone under the tenant's control, or the tenant's pet threatens to inflict or actually inflicts any personal injuries or substantial damage to the premises or commits any act which is outrageous in the extreme, a 24-hour notice of termination may be delivered to the tenant(s) by posting on door and first class mail on same day, first class mail, or personal service upon tenant(s) in the manner provided in Oregon Statutes.
- E) Limits: Nothing in this agreement shall limit the right of an owner/agent to terminate this agreement as provided by the Residential Landlord and Tenant Act.
- F) Payment: Any failure by tenant(s) to pay rent and other charges, or to comply with any terms or conditions specified herein, may terminate this tenancy at the option of the owner/agent.
- G) Omissions: Any omission or misstatement on the application for this dwelling unit may, at the option of the owner/agent, be grounds for termination of this tenancy.
- H) Partial Payments: Owner/agent accepting partial payments does not waive rights to proceed with eviction if the balance of rent is not paid as agreed in writing or when the entire amount paid is from funds paid under the U.S. Housing Act of 1937.
- I) Acceptance of Deposit: Owner/agents acceptance of deposit on last month's rent does not constitute a waiver of owner/agent's right to terminate for nonpayment of rent during the course of the tenancy.

2. RESTRICTIONS

- A) Pets/etc.: No dogs, cats, other pets, aquariums, water beds, pianos, or organs are allowed without the written consent of the owner/agent except 2 DOGS OUT DOORS
- B) Guests/Occupants: Said premises are not to be occupied by any other person(s) than those listed. Written permission from the owner/agent is required if any guest remains for more than 15 day/nights in any ONE month period.

NEIP-04392

2595

2595

- C) **Law:** Owner/agents and tenants shall comply with all rules and regulations pursuant to this agreement, local, state, and federal law.
 - D) Oregon Statutes regarding attorney fees applies in all actions resulting from this rental agreement.
 - E) Upon obtaining telephone service, tenant agrees to provide this number to the owner/agent.
 - F) The owner/agent's definition of "clean" shall be the final definition.

3. USE OF PREMISES/MAINTENANCE

- A) Use:** The premises shall be used only as a dwelling unit. Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities or appliances on the premises.
 - B) Conduct:** Disorderly conduct shall be grounds for notice to vacate the dwelling and terminate this agreement. Tenant(s) shall restrict all sound or noise to a reasonable volume. Tenants and their guests will not be permitted to play in halls, stairways, entrance of buildings, or in gardens or landscape areas. Tenants and their guests shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of the premises.
 - C) Damage/Tampering/Destruction:** Tenant(s) are responsible for all damage to property or premises caused by their negligence. Tenant(s) shall not destroy, damage or deface, or remove any part of the premises or permit any other party to do so. The expense or damage caused by stoppage of waste pipes, or overflow of bathtubs, toilets or washbasins must be paid by the tenant. Tenant(s) must pay for damage to the building or furnishings other than normal wear and tear. Tenant(s) shall not tamper or make alterations to the premises without the written permission of the owner/agent.
 - D) Malfunctions/Tampering/Alterations:** Tenant(s) shall report immediately in writing all malfunctions of equipment, failure of essential services, or need of repair. Tenant(s) shall not tamper with the furnace, refrigerator, locks, entrance or hall doors, lights, or other appliances, or make any alterations of any kind to the premises.
 - E) Security:** Tenant(s) shall keep doors locked. Tenant(s) shall notify the owner/agent if locks fail to operate properly.
 - F) Vehicle Repair:** No vehicles shall be repaired on the premises. No inoperable or dismantled vehicles are allowed on the premises.
 - G) Common Areas:** Tenant(s) shall not leave strollers, scooters, motorcycles, or other personal property in the common areas. Tenant(s) are not to affix any decal, poster, or sign to the interior or exterior of the premises. No signs or posters may be placed in the yard area without prior written permission of the owner/agent.

4. CHARGES:

- A) **Replacement Price:** All missing, broken, or damaged articles or equipment described in the inventory, or which may hereafter be furnished to the tenant(s) by the owner/agent, shall be charged against the tenant(s) at current prices at time of replacement.
 - B) **Negligence:** Tenant(s) shall not house inflammable materials. All damage (i.e., rugs, countertops, etc.) caused by smoker's carelessness shall be repaired or replaced at tenants expense. All damages to furnishings or buildings caused by smoker's carelessness shall be repaired or replaced at tenants expense.
 - C) **Limited Liability:** The 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 the owner/agent. The tenant(s) shall be limited to the rights and remedies specified in the Oregon landlord/tenant act.

S. APPLICATION OF PAYMENTS: All payments shall be applied to tenant's account in the following order:

- A) Non-refundable fees C) Security deposits E) Damage(s) by tenant(s) G) Past due rent payments
B) Pet fees D) First partial month's rent pro-rate F) Miscellaneous charges H) Current rent payment

6. NOTICE OF ABSENCE: Tenant(s) will notify the owner/agent of any anticipated absence from the premises in excess of seven (7) days, no later than the first day of the absence.

- ENTRY INTO PREMISES:** Tenant(s) shall not unreasonably withhold consent to the owner/agent to enter the premises in order to inspect the premises, make reasonable or agreed upon repairs, or improvements, or to show the unit to prospective buyers or tenants. The owner/agent may enter the premises without consent in an emergency to post notices, or at any reasonable time with 24-hour notice.

8. SUBLEASE: Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises

- SMOKE ALARMS:** Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises.

SMOKE ALARMS: Tenant(s) acknowledge the presence of a smoke detector in fully operational condition in the rental unit. Instructions have been provided in how to test the unit. The tenant(s) have been instructed to test the device at least once a month and been made aware the owner/agent is not liable for loss or damage due to the smoke detector's failure to operate (ORS 479.290). Tenant is required to notify owner/agent in writing of any malfunction of the smoke detector during the term of this lease.

10. INSURANCE: The owner/agent will not be liable or responsible in any way for loss or damage to articles or property belonging to said tenant(s) or their guests. Tenant(s) are responsible to maintain their own fire and theft insurance for their personal property and liability coverage for damage or fire caused by them or their guests negligence.

- 11. RENT INCREASES:** Rent may be increased with 30 days written notice.

12. ABANDONMENT: Tenant(s) agree that any goods, chattels, motor vehicles, or other property left on the premises, after termination of the tenancy by any

13. NOTICES/ACCOUNTING: All required notices shall be delivered in the manner provided by law to the tenant(s) at the rented premises or last known

- 14. UNENFORCEABLE PROVISION:** If at some future date a portion of this rental agreement should be ruled unenforceable by the courts, it only affects

15. SIGNATURE BLOCK: This agreement in duplicate is executed by the parties this 11th day of OCTOBER, 1980.

11-12-81 R. *R. L. Wren*

The Freedental Copodeca Pierco

Cadmus & Warden

Tenants

卷之三

Теги

Warning: No portion of this form may be reprinted without written permission of ARHA.

© Copyright 1989 by the American Library Association ARHA 82A (8/89)

Affiliated Rental Housing Association of Oregon, Inc.

TENANT'S PERSONAL AND CREDIT INFORMATION
 (In the event of co-tenants, other than spouse, use separate sheet for each tenant)

NAME Colleen Woods Andrew Woods (son) BIRTHDATE 2/24/62

NAME OF CO-TENANT Julie Hagege BIRTHDATE 7/5/68

PRESENT ADDRESS 2444 Madison

SOCIAL SECURITY NO. 541-02-2075 DRIVERS LICENCE NO. 2838365

CO-TENANT S.S. # 544-98-9824 DRIVERS LICENCE NO. 4540000

HOW LONG AT PRESENT ADDRESS 3 mo LANDLORD Harold Clawson

PHONE NO. PREVIOUS ADDRESS 1500 SE 177th, Beaverton Washington 97058

OCCUPANTS AGES IF MINORS 5

CAR MAKE Subaru Justy YEAR 1988 LICENSE NO. PGL 861

PRESENT EMPLOYER BIT (STUDENT) HOW LONG 3 mo.

PHONE NUMBER SUPERIOR HOW LONG

PRIOR EMPLOYER SUPERIOR HOW LONG

PHONE NUMBER SUPERIOR HOW LONG

CO-TENANT EMPLOYER Reach Incorporated HOW LONG

MONTHLY GROSS INCOME \$ 1000.00 CO-TENANT \$

CREDIT REFERENCE Winfred Lambier gives me 1000.00 monthly

PERSONAL REFERENCE Rhonda Ayer

NEAREST RELATIVE Rhonda Ayer - 883-4080

CO-TENANT NEAREST RELATIVE Gail Carpenter - 882-6610

I DECLARE THAT THE FOREGOING IS TRUE AND CORRECT. AUTHORIZE ITS VERIFICATION AND THE OBTAINING OF A CREDIT REPORT FROM CBI. I AGREE THAT THE LANDLORD MAY TERMINATE ANY AGREEMENT ENTERED INTO IN RELIANCE ON ANY MISSTATEMENT MADE ABOVE.

Colleen Woods APPLICANT Julie Hagege APPLICANT
 DATE 10/11/90

AGENT Jeanne Price PROPERTY 3926 Clinton

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 13th day of Feb. A.D. 19 91 at 10:38 o'clock A.M., and duly recorded in Vol. M91, of Miscellaneous on Page 2594.
 By Evelyn Biehn County Clerk
Dorraine Mullendore

FEE \$10.00

Return: ATC