

25788-25

RENTAL AGREEMENT

2A (89)

(1 - 5 Units)

NAME(S): COLLEEN WOODS

DATE: 10-11-90

ADDRESS: 3926 CLINTON

UNIT: _____

CITY: KLAMATH FALLS

STATE: OR

ZIP: 97603

MONTH TO MONTH tenancy beginning 10-12 1990
Rent is due on the 12th day of each month.

DISCLOSURE:

Utility: _____

Foreclosure/Default: _____

O - Owner Pays

R - Resident Pays

Electricity	R	Water	R
Gas	R	Sewer	G
Oil		Garbage	R
Telephone	R		

MONTHLY RENT \$ 400
NON-REFUNDABLE FEE \$ -
REFUNDABLE SECURITY DEPOSIT \$ 200
Other \$ -
Other \$ -
SUBTOTAL \$ -
Less Deposit Money \$ -
TOTAL DUE PRIOR TO MOVE-IN \$ 600
Prorated rent to 1 1990 is \$ -
\$ - / day X _____ = \$ -

ADDITIONAL CHARGES:
Discount if paid within four days \$ -
Late charge if five days late \$ 10.00 / mo.
Returned Check Charge \$ 15.00

MAKE RENT PAYMENTS TO:

THE PRUDENTIAL AMERICAN PIERCE

PETS: ☐ No pets allowed. ☒ Pets allowed but limited to:
2 OUTDOOR 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/CURTAINS Other 882-8788
ADDRESS 1406 S 6th PHONE 884-9532

SERVICE: For all service call: NAME James Pierce
Do you have water-filled furniture? NO Do you have insurance to cover damage resulting from water-filled furniture? _____
You are liable for all damages caused by water-filled furniture. INITIAL HERE _____

YARD CARE: ☒ Owner will maintain lawn and landscaping.
☒ Tenant will mow, water and maintain lawn as reasonably required if necessary for owner/agent to perform work, tenant shall be billed for costs.

1. TERMINATION

TERMS AND CONDITIONS

- 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.
- Owner/Agent's Termination:** The owner/agent may terminate a month-to-month tenancy at any time, with or without cause, upon giving tenant not less than 30 day prior written notice.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Acceptance of Deposit:** Owner/agent's 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

- 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 1 CAT
- 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.

91 FEB 12 AM 10 38

- 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 tenant's expense. All damages to furnishings or buildings caused by smoker's carelessness shall be repaired or replaced at tenant's 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.

5. 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.

7. 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 hours notice.

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

9. 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.

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 guest's 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 means, shall be considered abandoned and may be disposed of as provided in the Oregon landlord/tenant act.

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 address. Any notice served upon the tenant by first class mail only, must include an additional three days for delivery.

14. UNENFORCEABLE PROVISION: If at some future date a portion of this rental agreement should be ruled unenforceable by the courts, it only affects that portion of the rental agreement and all other provisions remain in full force.

15. SIGNATURE BLOCK: This agreement in duplicate is executed by the parties this 11th day of OCTOBER, 1990.

Shirley Fredricka Opodaca Price _____
 Owner/Agent
Julie Waage _____
 Tenant
Julie Waage _____
 Tenant

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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 Hagger BIRTHDATE 7/5/68
PRESENT ADDRESS 2444 Madison
SOCIAL SECURITY NO. 541-02-7075 DRIVERS LICENCE NO. 2837365
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 15000 SE 17th, Benton Washington 99058
OCCUPANTS AGES IF MINORS 5
CAR MAKE Subaru Justy YEAR 1988 LICENSE NO. PGV 861
PRESENT EMPLOYER DIT (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 \$ 1000⁰⁰ CO-TENANT \$ _____
CREDIT REFERENCE Winifred Lambie gives me 1000⁰⁰ monthly
PERSONAL REFERENCE Rhonda Ayer
NEAREST RELATIVE Rhonda Ayer - 883-4080
CO-TENANT NEAREST RELATIVE Paul 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 Hagger APPLICANT
DATE 10/11/90

AGENT James 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
Doreen Mullendore

FEE \$10.00

Return: ATC