

THIS AGREEMENT, entered into in duplicate this 2nd day of January, 1996, by and between John E. Johnson, lessor, and Mountain Pacific Construction, Inc., 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 Property and All Buildings located at 2633 Old Midland Rd

☒ on a month to month tenancy beginning January 1st, 1996 (Indicate which)

☐ for a term of _____ commencing _____, 19____, and ending _____, 19____
at a rental of \$2000.00 per month, payable monthly in advance on the 1st 15th day of each and every month. Rents are payable at the following address: 2633 Old Midland Rd / Rent can be increased yearly.

If rent is not received by the fourth day of the period for which it is due, lessee shall pay a late charge of (check exactly one): ☐ \$ _____, as a flat amount; ☐ \$ _____, charged on a per day basis beginning on the fifth day of the period; or ☐ 5% of the amount of the payment for each five-day period, or portion thereof the payment is late.* Any dishonored check shall be treated as unpaid rent and be subject to the same late charge, plus 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. The premises shall be occupied by no more than N/A occupants.
2. Lessee shall not violate any city or county ordinance or state or federal law in or about the 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 \$ N/A.

6. To permit lessor at any and all reasonable times, upon 24 hours' notice to lessee, to enter and go upon the premises for the purpose of examining their condition, or to make such repairs and alterations as lessor shall deem necessary or to show the leased premises to prospective purchasers, mortgagees, tenants, workers or contractors, provided always that in case of emergency lessor may enter the premises without notice.**

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

8. ☐ Lessee ☐ Lessor (indicate which) shall properly cultivate, care for and adequately water the lawn, shrubbery and grounds.

9. Lessor shall supply electric wiring, plumbing facilities which produce hot and cold running, safe drinking water and adequate heating facilities.

10. 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	Lessee	Lessor
Water	<input type="checkbox"/>	<input type="checkbox"/>	Garbage Service***	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

11. Lessor shall provide lessee with a working smoke detector, including working batteries, at the time tenancy commences. Lessee shall test any detector so provided at least once every six months, replace batteries as needed, notify lessor in writing of any operating deficiencies, and shall not remove or tamper with any properly functioning detector or remove working batteries from the same.

12. 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.

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

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

15. The lessor, after 24 hours' written notice specifying the causes, may immediately terminate this agreement and take possession in the manner provided in ORS 105.105 to 105.168, if (a) Lessee, someone in lessee's control or lessee's pet seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon the lessor or other tenants; (b) Lessee, someone in lessee's control, or lessee's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises or upon a person other than lessee on the premises with permission of lessor or another lessee; (c) Lessee or someone in lessee's control intentionally inflicts any substantial damage to the premises; (d) Lessee 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 lessor, and lessor has not knowingly accepted rent from the person in possession; or (e) Lessee or someone in lessee's control commits any act which is outrageous in the extreme.

16. 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.

LESSEE FURTHER AGREES: 1. That lessee has personally inspected the premises and finds them satisfactory at the time of execution of this agreement; 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; and 4. To comply with all obligations imposed upon tenants pursuant to ORS 90.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written and lessee acknowledges receipt of a copy of this agreement.

John E. Johnson
Lessor

17. Upon termination of this Rental Agreement or the surrender or abandonment of the premises, and it reasonably appearing 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 7 days after termination of the tenancy by an unexecuted court order, or if lessor elects to remove such property pursuant to ORS 90.425, lessor may give lessee not less than 15 days' written notice by personal delivery or first class mail indorsed "Please Forward", to the premises, any post-office box held by lessee and known to lessor, and the most recent forwarding address of lessee provided to lessor, that the property is considered abandoned and unless the property is removed from the premises or place of safekeeping by a date specified in the notice, the property will be sold or otherwise disposed of and the proceeds of sale, if any, applied as provided by law.

18. The owner (or agent for service) is _____

Address N/A Phone _____

The manager is _____

Address _____ Phone _____

19. A notice of nonpayment of rent or 24-hour termination is deemed served on the day it is both mailed by first class mail to lessee at the premises and also attached securely to the main entrance of that portion of the premises of which lessee has possession and/or has leased hereby.

20. Any holding over by lessee after the expiration of this agreement or any extension thereof, shall be as a tenancy at sufferance.

21. If this is a month-to-month tenancy only, then, except as otherwise provided by statute, this agreement may be terminated by either party giving the other at any time not less than 30 days' notice in writing prior to the date designated in the tenancy termination notice, whereupon the tenancy shall terminate on the date designated.

22. Lessor acknowledges receipt of \$ N/A as a prepaid rent deposit to be dealt with in accordance with ORS 90.300.

23. Lessor acknowledges receipt of \$ N/A as a security deposit, of which lessor may claim all or part thereof reasonably necessary to remedy lessee's defaults in the performance of this agreement and to repair damage to the premises caused by lessee, not including ordinary wear and tear. To claim all or part of this deposit, lessor shall give lessee, within thirty (30) days after termination of the tenancy and delivery of possession of the premises to lessor, a written accounting which states specifically the basis or bases of the claim, and the portion not so claimed shall be returned to lessee within thirty days. Lessor may recover damages in excess of the security deposit to which lessor may be entitled. Lessee also acknowledges receipt of the sum of \$ N/A to insure the return of N/A keys to the dwelling unit. This sum shall be refunded upon the return of all such keys.

24. Pets are ☐ allowed ☐ not allowed (indicate which). If allowed, "pets" consist of N/A

Lessee will be held responsible for all damage caused by pets and pay an additional non-refundable fee of \$ N/A prior to bringing a pet onto the leased premises.

25. Failure by the lessor at any time to require performance by the lessee of any provision hereof shall in no way affect lessor's right hereunder to enforce the same, nor shall any waiver by the lessor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

26. The following personal property is included and to be left upon the premises when tenancy is terminated: All Personal Property to be left upon terminated tenancy.

27. Additional provisions: See Attached Schedule A.

* Charge no more than permitted by ORS 90.260.

** Thereafter, comply with ORS 90.335.

*** See ORS 90.320.

Mountain Pacific Construction Inc.
Lessee

LEASE AGREEMENT

SCHEDULE A

THE LEASE AGREEMENT BETWEEN MOUNTAIN PACIFIC CONSTRUCTION AND JOHN E. JOHNSON IS AS FOLLOWS:

EFFECTIVE JANUARY 1, 1996 RENT WILL BE INCREASED TO \$2,000.00 PER MONTH. PAYMENTS OF \$1,000.00 EACH ARE DUE ON THE 1ST AND THE 15TH OF EVERY MONTH.

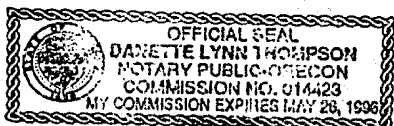
RENT CAN BE INCREASED BY JOHN E. JOHNSON ONCE EVERY YEAR.

MOUNTAIN PACIFIC CONSTRUCTION IS RESPONSIBLE FOR PAYING ALL PROPERTY TAXES RELATED TO THE PROPERTY AND BUILDINGS. THEY ARE ALSO RESPONSIBLE FOR PAYING ALL UTILITIES, BILLS, UPKEEP, IMPROVEMENTS, AND MAINTENANCE.

Mountain Pacific Construction, Inc.
MOUNTAIN PACIFIC CONSTRUCTION

John E. Johnson
JOHN E. JOHNSON

Signed Before me this 4th day of January, 1996.
Klamath County, Oregon.



Darlette Lynn Thompson
Commission Expires 5-28-96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 8th day
of Jan A.D., 19 96 at 2:11 o'clock P M., and duly recorded in Vol. M96
of Deeds on Page 597

FEE \$35.00 RETURN: Mountain Pacific
2633 Old Midland Rd
K Falls, Or 97601

By *Bernette G. Letsch* County Clerk