

Rental Agreement Lease-House

THIS AGREEMENT by and between _____
_____ (collectively hereinafter "Tenants") and Mark Pankalla (hereinafter "Landlord") is dated _____.
Landlord hereby agrees to rent dwelling located at _____ commencing on September 1 20 and ending on _____
payable on the 1st day of each month at _____ per month.

Landlord rents the premises to Tenants on the following terms and conditions:

1. Payment of Rent

Tenants agree to make their rent payable to Mark Pankalla and mail the rent so that it is received on or before the 1st of each month. Any rents lost in the mail will be treated as if unpaid until received by the landlord. If the rent has not been received by the 4th of the month, then 72-hour notice to vacate will be posted. Any notices to vacate does not release Tenants from responsibility to pay the remaining rent due according to this lease agreement. Tenants agrees to pay with check or money order, cash will not be accepted. Only one check will be accepted per house. We do not accept individual checks.

Because this rental unit is occupied by more than one Tenant, it is agreed that the failure to pay the rent in full each month shall entitle Landlord to all remedies available under this lease and applicable law, provided that Landlord shall not hold any single Tenant or its co-signer liable for more than that Tenant's pro rated share of the damages to which Landlord is entitled. Landlord also agrees that in the event of a breach by one or more Tenants. The remaining Tenants may continue to pay the rent in full each month with or without replacing the Tenant in breach with a tenant approved by Landlord in its reasonable discretion. In the event Landlord is required to evict Tenants, any prepaid rents and/or deposits will remain charged to the account and will not be applied until such time that all Tenants legally vacate the dwelling unit and all amounts due and owing are paid in full.

Rent is payable to Mark Pankalla: 27497 1st Street, Junction City, OR 97448

2. Late Fee

Rent payments are due on the 1st with a grace period until the 4th. Time is of the essence and no excuses will be accepted. As an incentive to pay rent on time, a \$25 LATE FEE PER TENANT will be charged if rent is not received by the 4th of the month at 5:00 PM.

3. Bad-Check Servicing Charge

In the event a rent check is dishonored and returned unpaid for any reason, tenant agrees to pay an additional rent sum on \$20 (when rent is late). If for any reason a check is returned or dishonored, the payment must be made with a cashiers check or money order.

4. Rent Increase

Landlord reserves the option to raise the rent or require additional security should any of Tenants' actions cause Landlord to reasonably believe that (1) the subject dwelling is at undue risk of harm; and/or (2) the lease will otherwise be breached. If Tenants choose not to pay the increased rent or security then the lease terminates. Rent may increase with 30 days' written notice and in an amount commensurate with Landlord's need to protect against the added risk

5. Repairs

If a repair problem comes up the tenants should get in touch with the landlord as soon as possible. Under no circumstances will the landlord be responsible for any improvements or repairs performed by the tenants unless the tenants were given written authority to make repairs or improvements in advance. Please call 953-9291 for any repair needs or questions. Tenants must fill out a Maintenance Request form and present it to the Landlord upon time of repair.

6. Utilities

Tenants pay all utilities. Tenants are responsible for starting their EWEB and sanitation accounts from the beginning date of this lease. If Tenants neglect to change utilities immediately and the Landlord receives a bill, Tenants will be responsible for reimbursement plus administrative fees.

The number for EWEB is (541)-484-6016. The number for Sanipac is (541) 736-3600

7. Conditions of Premises

The tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition on the property that is not acceptable, they agree to record it on the property checklist and turn it in within 7 days of taking possession of the property. This checklist is only for the purpose of acknowledging which defects the tenant would not be held accountable for on move-out.

Item #7 Cont.

Please report necessary repairs separately to the landlord by note or phone, (if you are moving in during September, please keep in mind that we will be addressing any emergency repairs first and then other repairs, so we require some patience during the months of September and October especially.) Tenants acknowledge that the smoke detectors are in working order and will test the device at least every six months and replace batteries as needed.

The smoke detector has a low battery indicator which will "chirp" at 30 second intervals for a minimum of 7 days. Replace with alkaline battery when chirping occurs. You will not remove or tamper with a properly working smoke detector, including removing any working batteries. If you need further assistance contact Mark Pankalla and he will respond promptly.

Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of promptly. Lead exposure is especially harmful to young children and pregnant women. Owner had no knowledge of lead-based paint or hazards in the property. Tenant has received the pamphlet "Protect Your Family from Lead in Your Home." Tenants shall use low wattage bulbs in all lighting fixtures. A charge will be deducted from the deposit for damage caused by high wattage bulbs. Tenants will also be charged for the removal/repair of carpet stains and any other damage.

8. Property Checklist

A property checklist has been provided for the tenant's use. Landlord warrants that all major systems such as water, electricity, refrigerator and stove will be functional and in good repair at time of possession or will be repaired as soon as possible one landlord is notified of major repair need. IF PROPERTY CHECKLIST IS NOT MAILED/RETURNED WITHIN SEVEN DAYS OF POSSESSION any disagreement related to refund of security deposits for damage will be decided in favor of the landlord.

9. Security Deposit

Each Tenant will be responsible for a \$400 security deposit each to be refunded in the following manner; upon final move-out, Landlord will inspect the premises thoroughly and determine any damages and make any necessary repairs. The deposits, minus any necessary charges for repairs, cleaning etc. will then be returned to each Tenant on a pro rata basis, with any deductions explained in writing, within 30 days after Tenants have vacated the property. Tenants agree to clean property thoroughly, according to the final move-out instruction. Please do not expect your deposit refund any sooner than 30 days from the end of the lease as it takes time to inspect the property and perform any necessary repairs and/or cleaning.

10. Maintenance Fee

Tenant hereby agrees to accept the property in its present state of cleanliness, though landlord should be notified of unsatisfactory condition in order to address such condition

11. Appliances

The following appliances are in the dwelling: 2 Refrigerator, 1 Dishwasher, Range, Washer and Dryer.

The use of these appliances is included in the rent. Tenants are responsible for the first \$100 of any repair to the washer or dryer except for the 30-day grace period upon move-in. Landlord will pay additional repair expense.

12. House Manager

A house manager is chosen to be the primary person who interacts with the landlord to facilitate rent collection, repair needs, move-in/out. This person will be: _____

13. Occupants

The Tenants agree to use the premises only as a residence for themselves named (please print):

14. Guest Policy

Guest may stay for a maximum period on 10 days every six months.

15. Abandonment

Tenants 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.

16. Maintenance of Lawns

The tenants acknowledge that they are not responsible for mowing the yard, except for watering when necessary (i.e. summer months). Tenants will be held liable for maintaining the premises around the residence (e.g. removing personal garbage and cigarette butts). Landlord will be responsible for Landscape maintenance.

17. Use Policies

The following are not allowed on the rental premises; violation could be cause for eviction:

- NO PETS ALLOWED on the premises (this includes temporary stays by friends' pets), except as specifically approved by Landlord in writing.

If a pet is found in or around the premises at any time, there will be an automatic \$50 charge and a 10-day notice to remove the pet will be delivered.

- NO SMOKING ALLOWED inside the residence by Tenants or their guests.
- NO WATER FILLED FURNITURE

18. Access to Premises

The owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective tenants, purchasers, mortgages, workmen, or contractors. A 24-hour notice will be give to the resident of the owner's intent to enter. If there is an emergency (such as broker plumbing pipes) landlord or his agents may enter without notice.

19. Tenant Insurance

No rights of storage are given by this agreement. Landlord will not be liable for any loss of tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the landlord, his agents, or employees. Tenants are strongly encouraged to cover their household belongings with renter's insurance as owner's fire insurance does not cover tenant liabilities.

20. Lock Policy

Tenants shall keep doors locked at all times. Tenants shall notify the Owner/Agent if locks fail to operate properly. The locks and the keys will be at the tenant's expense. The doors original lock must be in place upon move-out. Damages incurred by insufficiently securing windows and doors (i.e. burglaries) will be Tenants financial responsibility. Tenants agree to pay fair market value for repairs.

21. Alterations

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the landlord's proper written consent. All such improvements shall become the property of the landlord and shall remain part of the said premises.

The tenants specifically agree they will not damage walls with tacks, nails, screws, etc., nor will they be marred or torn my glue or tape. If damage is caused by neglect such as leaving windows open, allowing overflow of water and/or sewage overflow, broken doors, etc., tenants will be responsible to pay any damage done by rain, wind, hail, etc.

22. Tenant Responsibility

Tenants agree to keep quarters clean and in sanitary condition and to refrain from disturbing their neighbors' peace and quiet. Repeated noise violation will result in eviction. The tenants agree not to permit any deterioration or destruction to occur while they are occupying the property. Any such damage will result in charges to the tenant to be paid immediately. Tenants also agree to notify landlord if house will be unoccupied for more than 7 consecutive days.

23. Roof and Termite Alert

Tenant agrees to notify landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

24. Vehicle Policy

Except when granted by landlord in writing, the tenants agree never to park or store a motor home, camper trailer, any sort of recreational vehicle, or non-functioning vehicle on the premises. Off street parking is restricted to the areas immediately in front of the house.

25. Non-liability

The tenant hereby states that any work or repairs that need to be done and that they initiate will be handled by competent professionals, unless tenants are qualified and capable of doing the work properly themselves, in a safe manner that meets all federal, state, and local regulations. Tenants further state that they will be legally responsible for any mishap during such work or repair. Landlord will be held free from liability along with his agents and representatives.

26. Legal Obligations

Tenants acknowledge that defaulting on the Rental Agreement could result in judgment being filed against them and a lien being files against their current and future assets and/or earnings. If court action is sought to enforce the provisions of the Rental Agreement, attorney's fees and costs will be awarded to the prevailing party in the court action at trial and on any appeal. In this agreement the term landlord will include owner, agent or manager.

Waiver:

Any exercise of any rights by landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by the landlord, his employees, as to the tenancy, repairs, amount of rent to be paid, or other terms shall be binding unless it is put in writing and made a specific part of this agreement. This is the final agreement of the parties

Landlord retains the right to terminate the lease by a 30 day notice if the property is sold.

27. Common Areas

Tenants shall not leave personal property in the common areas. Tenants are not to affix any decal, poster or sign to the interior or exterior of the premises. No sign or posters may be placed in the yard area without the written permission of the Landlord.

28. Full Disclosure

The tenants signing the Rental Agreement hereby state that they have read, understood and are satisfied with all the provisions of this agreement and its obligations, as spelled out herein. Tenants hereby state that they have the legal right to sign for any and all other residence and to commit them to abide by this contract. They further state that they agree to fulfill their obligations in every respect or suffer the legal and financial consequence of their action or lack of action in violation of their agreement. Signature by the Tenants on this Rental Agreement is acknowledgement that he/she received a signed copy of it.

29. Co-Signer Agreements

Landlord will provide each party with a co-sign agreement to be completed and turned in with their application to rent.

Number of keys given: _____ (Day of occupancy)

There will be a \$10 charged per key not returned

Additional Provisions

Deposit along with first and last months rent to be given within two weeks of Landlords receipt of signed contract.

Move-in cost:

First Month's Rent	\$
Security Deposit	\$
Other	\$
Total	\$



Owner/Landlord: Mark Pankalla (541) 953-9291
 Elizabeth Pankalla (541) 953-8016
 Email: pankallaconstruction@hotmail.com

Please Mail checks to: 27497 1st Street Junction City, OR 97448

Printed Name

Date

Phone Number

Email Address

1. _____

Signature _____

2. _____

Signature _____

3. _____

Signature _____

4. _____

Signature _____

5. _____

Signature _____

Landlord Signature _____

Date _____

Attachments: Attached hereto and made a part of this contract are the following forms:

- Property Checklist and Floor Plan
- Smoke Detector Acceptance
- Lead-Based Disclosure
- Co-Signer Agreement
- Smoke Free Agreement
- Other _____

