

OREGON LEASE AGREEMENT

I. THE PARTIES

This Oregon Residential Lease Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between:

Landlord: _____ ("Landlord"), with a mailing address of:

AND

Tenant(s): _____ ("Tenant").

II. THE PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property (the "Premises"):

Street Address: _____

City: _____ State: Oregon Zip Code:

Unit Number (if applicable): _____

The Premises consists of:

☐ A Single-Family Home

☐ An Apartment

☐ A Condominium

☐ A Room

☐ Other: _____

III. TERM OF LEASE

This Agreement shall commence on the _____ day of _____, 20____

("Commencement Date") and shall end (check one):

☐ **Fixed Term.** On the _____ day of _____, 20____. At the end of this term, the Tenant shall vacate the Premises unless a new agreement is signed or the Landlord accepts Rent for a period beyond the term, converting the tenancy to a month-to-month arrangement.

☐ **Month-to-Month.** On a month-to-month basis. This Agreement may be terminated by either party by providing written notice as required by Oregon law (ORS 90.427).

IV. RENT

The Tenant shall pay the Landlord the sum of \$ _____ per month ("Rent").

The Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash

☐ Check

☐ Electronic Transfer

☐ Other: _____

Payment Address (if different from Landlord address):

V. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall pay the Landlord a Security Deposit in the amount of \$ _____ .

In accordance with ORS 90.300:

1. The Landlord may claim all or part of the Security Deposit to remedy Tenant defaults in the performance of this Agreement, including unpaid rent, and to repair damages to the Premises caused by the Tenant, exclusive of ordinary wear and tear.
2. The Landlord shall provide the Tenant with a written accounting and/or refund of the Security Deposit within thirty-one (31) days after the tenancy terminates and the Tenant delivers possession.

VI. LATE CHARGES AND RETURNED CHECKS

Late Fee: If Rent is not received by the fourth (4th) day of the rental period, the Tenant shall pay

a late fee. In accordance with ORS 90.260, the late fee shall be (check one):

☐ A flat fee of \$ _____ (Cannot exceed 5% of the periodic rent).

☐ A daily fee of \$ _____ (Cannot exceed 6% of the reasonable periodic rent).

☐ A percentage of the rent: _____ % (Cannot exceed 5% of the periodic rent) for every 5 days rent is late.

NSF Fee: If the Tenant makes a payment by check that is returned for insufficient funds, the Tenant shall pay a fee of \$ _____ (not to exceed \$35 plus bank charges) per returned check, in accordance with ORS 30.701.

VII. UTILITIES AND SERVICES

The Landlord shall be responsible for the following utilities and services:

☐ Water ☐ Sewer ☐ Electricity ☐ Gas ☐ Trash Removal ☐ Cable/Internet ☐
Landscaping ☐ Snow Removal

The Tenant shall be responsible for all other utilities and services not listed above.

Utility Disclosure (ORS 90.315):

Are any of the utilities or services benefiting the Premises not separately metered?

☐ No.

☐ Yes. If yes, the Tenant agrees to pay a pro-rata share as described here:

VIII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed in Section I and the following additional occupants:

Guests may stay on the Premises for no more than _____ days in a six-month period without the Landlord's written consent.

IX. PETS

☐ **No Pets.** No animals are allowed on the Premises without the prior written consent of the Landlord.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

Pet Deposit (if applicable): \$ _____ (Refundable per ORS 90.300).

Pet Rent (if applicable): \$ _____ per month.

X. SMOKING POLICY DISCLOSURE (ORS 90.220)

The smoking policy for the Premises and the complex (if applicable) is as follows:

- ☐ Smoking is prohibited on the entire Premises and all common areas.
- ☐ Smoking is allowed on the entire Premises.
- ☐ Smoking is allowed in limited areas only.

The areas where smoking is limited or prohibited are described as follows:

XI. FLOOD PLAIN DISCLOSURE (ORS 90.228)

Is the Premises located in a 100-year flood plain as determined by the National Flood Insurance Program?

- ☐ **No / Unknown.** The Landlord does not have knowledge that the Premises is located in a 100-year flood plain.
- ☐ **Yes.** The Premises is located in a 100-year flood plain. The Tenant acknowledges that their personal property may not be covered by the Landlord's insurance for flood damage. The Tenant is advised to obtain their own flood insurance.

XII. CARBON MONOXIDE AND SMOKE ALARMS

Smoke Alarms (ORS 479.255): The Premises is equipped with functioning smoke alarms. The Tenant is responsible for testing the alarms at least once every six (6) months and replacing batteries as needed. The Tenant shall not tamper with or disconnect smoke alarms.

Carbon Monoxide Alarms (ORS 90.316): If the Premises contains a carbon monoxide source, the Landlord has installed functioning carbon monoxide alarms. The Tenant agrees to test the alarms at least once every six (6) months and replace batteries as needed.

XIII. MAINTENANCE AND REPAIRS

Landlord's Obligations: The Landlord shall maintain the Premises in a habitable condition in compliance with ORS 90.320, including maintaining electrical, plumbing, sanitary, heating, and ventilating systems in good working order.

Tenant's Obligations: The Tenant shall keep the Premises clean, sanitary, and free from debris. The Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities in a reasonable manner. The Tenant shall promptly notify the Landlord of any necessary repairs.

XIV. RIGHT OF ENTRY (ORS 90.322)

The Landlord shall have the right to enter the Premises to make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

Except in case of emergency, agreement to the contrary by the Tenant, or unless it is impracticable to do so, the Landlord shall give the Tenant at least twenty-four (24) hours' actual notice of the intent to enter and may enter only at reasonable times.

XV. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ After 1978.

☐ Before 1978. (If checked, Landlord must provide the EPA pamphlet "Protect Your Family From Lead in Your Home" and a Lead-Based Paint Disclosure Form).

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, specifically the Residential Landlord and Tenant Act (ORS Chapter 90).

XVII. ADDITIONAL TERMS AND CONDITIONS

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing signed by both parties.

XIX. SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XX. NOTARY ACKNOWLEDGMENT

State of Oregon

County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public,
personally appeared _____ (Landlord) and
_____ (Tenant), proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

(Seal)

My Commission Expires: _____ day of _____, 20____