



www.CranePlace.com

250 Oak Street, Suite 3 _ Ashland, Oregon _ ph 541-488-9344 _ fx 541-488-5563

RENTAL AGREEMENT

Dated: _____

Agreement between Owner's Representative, **Crane Property Management** ("Manager"), and

Tenants: _____

For a dwelling located at: _____

This is a: [check appropriate box below]

_____ **Month to Month Agreement** - Tenants agree to rent this dwelling on a month-to-month basis beginning _____.

_____ **Fixed-term Agreement (Lease)** - Tenants agree to lease this dwelling for a fixed term of _____, beginning _____ and ending _____. Upon expiration, this Agreement shall become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenants or Manager agrees, in writing, to a new lease term longer than one month.

Rent - Tenants agree to rent this dwelling for \$ _____ per _____, payable in advance. The first month's rent is \$ _____.

Rent Due/Late Consequences - Rent is due on the 1st of each month. It is late on the 6th. Manager expects to RECEIVE the rent BEFORE the late date. In the event Manager does not RECEIVE the rent payment by that date, Tenant will pay a late fee of \$25.00.

Returned Checks - If, FOR ANY REASON, a check used by Tenants to pay Manager is returned without having been paid, Tenants will pay a returned check charge of \$25.00. After the second time that Tenants' check is returned, Tenants must thereafter pay the rent with a cashier's check or money order.

Form of Payment – Tenants agree to pay rent in the form of a personal check, a cashier’s check, or a money order made out to **Crane Property Management**.

Rent Payment Procedure – Tenants agree to pay their rent by mail or hand-delivery to **Crane Property Management**, at **250 Oak Street, Suite 3, Ashland, OR 97520**.

Deposits – Tenants agree to deposit with the Manager the sum of \$_____, payable before occupying the premises. Manager may withhold from these deposits only what is reasonably necessary to cover the following Tenant defaults: 1) damages to the dwelling; 2) specific cleaning costs following Tenants’ departure; and 3) unpaid rent and various other accrued and unpaid charges. Tenants may not apply any part of these deposits to their last month’s rent.

Refund of Tenants’ Deposits – Within 30 days after Tenants have moved out completely, Manager shall provide a written accounting of the disposition of the Tenants’ deposits and shall at the same time return all deposits remaining.

Utilities/Services – Tenants agree to pay all utilities and services with the exception of the following which Owner (through Manager) agrees to pay:

Occupants – In addition to the Tenants mentioned above, only the following persons may live in this dwelling:

No one else may live there, even temporarily, without Manager’s prior **written** permission.

Guests – Tenants may house any single guest for a maximum period of fourteen days every six months or for whatever other period of time the law allows. Provided that they maintain a separate residence, nurses or maids required to care for tenants during an illness are excepted from this provision.

Subletting and Assignment – Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining the Manager’s written permission. Manager shall not withhold permission unreasonably.

Pets – Tenants have received permission to house the following pet(s) on the premises:

Tenants may house no other pet of any kind on the premises, even temporarily, without first obtaining Manager’s written permission. “Pets” includes, but is not limited to, both warm- and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. “Pets” does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs,

or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Manager is notified in advance in writing of the circumstances.

Liquid-filled Furniture – Tenants agree not to keep any liquid-filled furniture in this dwelling without first obtaining Manager’s written permission.

Vehicles – Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenants agree to keep no more than ____ vehicle(s) on the premises. Vehicle(s) must be both operable and currently licensed. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles which have exhaust muffling comparable to that of a passenger car are allowed. Only those self-propelled recreational vehicles which are used for regular personal transportation are allowed. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Manager’s written permission. Tenants agree not to repair their vehicle(s) on the premises if such repairs will take longer than a single day unless the vehicle is kept in an enclosed garage.

Conditions, Covenants & Restrictions – If the dwelling is governed by Conditions, Covenants and/or Restrictions (CC&Rs), Manager will give Tenants a copy of such CC&Rs within a reasonable time after execution of this Agreement. Tenants agree to comply with such CC&Rs. Any breach of the CC&Rs will be considered a breach of this Agreement.

Appliances – Although the following appliances are presently in the dwelling:

the use of these appliances is not included in the rent. If Tenants wish to use these appliances, they agree to assume all responsibility for care and maintenance. If Tenants wish to use their own appliances, they must get written permission from Manager before disconnecting or moving Owner’s appliances.

Furnishings - If the following line is checked: _____, the dwelling is rented with furnishings. The use of these furnishings is included in the rent. Tenants agree to assume all responsibility for care and maintenance. A more detailed list of furnishings which Tenants agree to use reasonable care to maintain is attached as Exhibit “A”.

Tenant Inspection – Tenants have inspected the dwelling and its contents and agree that they are in satisfactory order, as are the electrical, plumbing, and heating systems.

Notification of Serious Building Problems – Tenants agree to notify Manager immediately upon first discovering any signs of serious building problems such as a crack in the foundation, a tilting porch, a crack in plaster or stucco, moisture in the ceiling, walls, or floor, buckling sheetrock or siding, a leaky roof, a spongy

floor, a leaky water heater, termite activity, or any other structural or other deficiencies.

Reasonable time for Repairs – Upon being notified by Tenants that there is some building defect that is hazardous to life, health, or safety, or there is a failure in essential services, Manager shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making the repairs, due to a difficulty in scheduling the work or obtaining parts or for any other reason beyond Manager's control, Manager agrees to keep Tenants informed about the progress of the work.

Windows – Except for those windows which are noted in writing as being cracked or broken when Tenants move in, Tenants agree to be responsible for any windows which become cracked or broken in their dwelling while they live there. Tenants may repair the windows themselves if they can do the work in a professional manner. Otherwise, they may hire a glazier or submit a maintenance request to Manager. If they submit a maintenance request, Manager will charge Tenants no more for the work than Manager is charged.

Drain Stoppages – As of the date of this Agreement, the dwelling's sewage drains are in good working order and will accept normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God.

Trash – Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for periodic collection. They agree to dispose of their extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances, and the like, by compacting it so that it will fit inside their trash receptacle or by hauling it to the dump themselves or by paying someone else to haul it away.

Damage – Tenants agree to pay for repairs of all damage which they or their guests have caused.

Locks – Tenants agree that they will not change the locks on any door or mailbox without first obtaining Manager's written permission. Having obtained permission, they agree to pay for changing the locks themselves and to provide Manager with one duplicate key per lock.

Lockouts – Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon a professional locksmith or the Manager to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Management charges a fee of

\$15 for providing this service between the hours of 8 a.m. and 8 p.m. Monday through Saturday, excepting holidays, and a fee of \$25 at other times. This fee is due and payable when the service is provided.

Landscaping – Tenants agree to maintain the existing landscaping by watering the yard as necessary. If this line is checked: ____ the Owner has arranged for regular yard care at the dwelling, which may include mowing, weeding, fertilizing and shaping. In that case, Tenants agree to water the yard, and to cooperate with and not interfere with the yard maintenance person(s). Should Tenants have a complaint regarding the yard maintenance person(s), Tenants agree to notify Manager immediately, and to refrain from addressing the issue with the yard maintenance person(s) except in case of an emergency. If the Owner has not arranged for regular yard care, Tenants agree to maintain the existing landscaping by watering, mowing, weeding, shaping, and fertilizing, if necessary.

Alterations, Decorations, and Repairs – Except as provided by law, Tenants agree not to alter, paint, wallpaper, or change the flooring in the dwelling without first obtaining Manager's written permission. Further, Tenants agree not to repair their dwelling or anything belonging to the Owners without first obtaining Manager's written permission unless such repairs cost less than one hundred dollars (\$100) and Tenants agree to pay for them. Tenants shall hold Manager harmless for any mechanics liens or proceedings which Tenants cause. Any paint, wallpaper, flooring or other alteration shall become the property of Owner when Tenants vacate, and may not be removed without written permission from Manager.

Access – Manager recognizes that Tenants have a right to privacy and wish to observe that right scrupulously. At certain times, however, Manager, their employees, or agents may have to gain access to the Tenants' dwelling for purposes of inspection, maintenance, or repairs, or to show it to prospective Tenants, purchasers, lenders, or others. When seeking access under ordinary circumstances, Manager will schedule entry between the hours of 8 a.m. and 8 p.m., Monday through Saturday, excepting holidays, and Manager will provide Tenants reasonable notice of no less than twenty-four (24) hours, or less than twenty-four hours notice with Tenants' concurrence or in case of emergencies.

Peace and Quiet – Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that they will refrain from making loud noises and disturbances, that they will keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet.

Telephone – If and when Tenants install a telephone in their dwelling, they will furnish Manager with the number within five calendar days. When divulging the number, Tenants shall advise Manager whether the number is listed or

unlisted. If it is unlisted, Manager agrees to take reasonable precautions to keep it from falling into the hands of third parties.

Prolonged Absences – Tenants agree that they will notify Manager whenever they plan to be absent from their dwelling for more than fourteen (14) days.

Business Use – Tenants agree to use this dwelling as their personal residence. They agree to conduct no business on the premises without first obtaining Manager's written permission.

Lawful Use – Tenants agree that they will not themselves engage in any illegal activities on the premises, nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

Insurance – The Owner and/or Manager may have obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or owner negligence. Neither the Owner's nor the Manager's insurance covers Tenants' possessions or Tenants' negligence. Tenants shall obtain a Tenants' insurance policy to cover damage to or loss of their own possessions, as well as losses resulting from their negligence.

Insurance Considerations – Tenants agree that they will do nothing to the premises, nor keep anything on the premises, which will result in an increase in the Owner's or Manager's insurance policy, or which could endanger the premises, nor will they allow anyone else to do so.

Fire or Casualty Damage – During any time when the dwelling cannot be used because of fire or casualty damage, Tenants are not responsible for payment of rent. Should a portion of the dwelling become unusable due to fire or casualty damage, Tenants are not responsible for payment of rent on that portion. In either case, Manager reserves the right to decide whether the dwelling is usable and what portions are usable. Manager is not responsible for repairing or replacing any improvements made by Tenants if those improvements are damaged. Should the fire or casualty damage have been caused by Tenants' own action or neglect, they shall not be relieved of the responsibility for payment of rent, and they shall also bear the full responsibility for repair of the damage.

Service of Process – Every Tenant who signs this Agreement agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept, on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy.

Identity of Manager – The person who is responsible for managing this dwelling and is authorized to accept legal service on Owner's behalf is Jennifer Crane, of Crane Property Management, whose address is 250 Oak Street, Suite 3, Ashland, OR 97520, phone: 541-488-9344.

Changes in Terms of Tenancy – *[This paragraph applies only when this Agreement is or has become a month-to-month agreement]* Tenants and Manager acknowledge and agree that changes to this tenancy may occur. In the event of such changes, Manager shall advise Tenants of such changes in writing, at least thirty (30) days prior to the effective date of such change. Changes may include termination of the tenancy, rent adjustments, or other reasonable changes in the terms of this Agreement.

Notice of Intention to Vacate – *[This paragraph applies only when this Agreement is or has become a month-to-month agreement]* Tenants agree to give Manager written notice of their intention to vacate the premises at least 30 days prior to their departure, and Tenants agree to give an exact date when they expect to be moved out completely.

Holding Over – If Tenants remain on the premises following the date of their termination of tenancy, they are “holding over” and become liable for “rental damages” equal to one/thirtieth of the amount of their then current monthly rent for every day they hold over.

Possession – Manager shall endeavor to deliver possession to Tenants by the commencement date of this Agreement. Should Manager be unable to do so, they shall not be held liable for any damages Tenants suffer as a consequence, nor shall this Agreement be considered void unless Manager is unable to deliver possession within ten (10) days following the commencement date. Tenants’ responsibility to pay rent shall begin when they receive possession.

Sale of the Dwelling – If Owner sells this dwelling or otherwise transfers its ownership to another party, they shall have the right to terminate this Agreement by giving Tenants written notice of at least thirty (30) days notwithstanding any conflicting occupancy rights Tenants might have under a fixed-term agreement. Should Tenants have conflicting occupancy rights guaranteed them by law, however, those legal rights shall prevail.

Illegal Provisions Not Affecting Legal Provisions – If any provision in this Agreement is found to be contrary to any local, state, or federal law, such provision shall be considered null and void, just as if it had never appeared in the Agreement, and it shall not affect the validity of any other provision in the Agreement.

Non-Waiver – Should either Manager or Tenants fail to enforce any provision of this Agreement, that failure shall not be considered a waiver of said provision, and both parties shall retain their rights to enforce all provisions of this Agreement.

References in Wording – Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to Manager’s and Tenants’ successors.

Application Part of Agreement – The rental application Tenants submitted to rent this dwelling forms a part of this Agreement. Falsified information on the application shall be considered a breach of this Agreement and cause for immediate termination of tenancy.

Entire Agreement – As written, this Agreement and the Application constitute the entire agreement between the Tenants and Manager. Any prior verbal or written agreements are superceded by this Agreement.

Consequences – Violation of any provision of this Agreement or nonpayment of rent when due shall be cause for eviction as allowed by law.

Acknowledgement – Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, have had the opportunity to have it reviewed by legal counsel, and have been given a copy.

Crane Property Management

Tenant

Tenant