

RESIDENTIAL LEASE AGREEMENT – COLLECTIVE ON FOURTH

DATE OF LEASE: _____

LANDLORD: CORE PORTLAND, LLC

TENANT: _____

THIS IS A JOINT AND SEVERAL LEASE. All TENANTS in the UNIT are jointly responsible for all obligations under this LEASE. LANDLORD agrees to rent, and TENANT accepts this LEASE on the following Conditions:

1. **PROPERTY AND OCCUPANTS.**

LANDLORD agrees to rent to TENANT the following UNIT at:

- a) PROPERTY: THE COLLECTIVE ON 4TH (also referred to in this Lease as the "Apartment Community")
- b) UNIT: The Bedroom assigned to TENANT and the Common Area in the UNIT is collectively referred to as the UNIT and TENANT'S specific UNIT will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in Paragraph 2.
- c) ADDRESS OF PROPERTY: The Collective on 4th
1818 SW 4th Ave
Portland, OR 97201

UNIT #: _____

located within the Apartment Community at the address listed above. The UNIT will be used as a private residence and for no other purpose.

- d) OCCUPANTS: The UNIT will be occupied only by the undersigned TENANT(S) and not more than one other person approved in writing by Landlord. List all other occupants not signing this LEASE below:

No one else may occupy the UNIT. Persons not listed above must not stay in the UNIT for more than two consecutive days without LANDLORD'S prior written consent, and no more than four days in any one calendar month.

The portions of the PROPERTY leased to TENANT and use license for the PROPERTY are defined as including each of the following:

- 1) The UNIT, including and use of all appliances and, if furnished, the use of all furniture, within the UNIT.
- 2) The Common Areas, amenities and grounds of the PROPERTY. For purposes of this LEASE, "Common Areas" are those areas to which all tenants of the PROPERTY have general access.
- 3) The use of the mailbox assigned to TENANT by LANDLORD. If the Postmaster serving the Apartment Community has instituted or begins instituting during this LEASE "single drop delivery", LANDLORD will place TENANT'S mail in the mail box, but shall have no liability for mis-delivery, delays in delivery and/or failure of delivery.

LANDLORD may enter the premises to show the UNIT to leasing prospects upon 24 hours' notice to TENANT if TENANT has provided LANDLORD with a written notice to vacate.

2. **TERM.**

The term of this LEASE shall commence at Noon on

MONTH: _____

The term of this LEASE shall end at Noon on

MONTH: _____

Such period of time is referred to as the "TERM."

At the end of the Term, this Agreement shall automatically renew as a month-to-month tenancy unless, at least thirty (30) days prior to the Termination Date, (i) Resident provides Landlord with written notice of Resident's intent to vacate the Residence, (ii) Landlord gives Resident written notice of intent to terminate the tenancy on the Termination Date, or (iii) the parties enter into a new Residential Lease Agreement. In order to terminate a month-to-month tenancy without cause, Resident must give Landlord at least thirty (30) days or more prior written notice of intent to vacate the Residence, or Landlord must give Resident at least ninety (90) days or more prior written notice of intent to terminate a month-to-month tenancy. In the event a month to month tenancy commences, the initial Base Rent will be the amount provided by Landlord to Tenant in writing prior to the end of the term of the fixed term tenancy contemplated by this Agreement.

Thereafter, the Base Rent will only be increased in accordance with ORS 90.220.

3. **RENT.**

Payment must be made without demand in advance of each month at the on-site manager's office or through LANDLORD'S online payment site

Prorated RENT due for first month is:

\$ _____

RENT will be due in equal installments of:

\$ _____

TENANT must also pay additional charges as identified in this LEASE when due. The first RENT payment is due on in advance of or on the lease commencement date. All subsequent payments of RENT must be paid on or before the first day of each and every calendar month during the TERM.

TENANT shall not pay RENT or additional charges in cash without LANDLORD'S prior written permission. TENANT must not withhold or offset RENT unless authorized by statute. LANDLORD may, at LANDLORD'S option, require at any time that TENANT pay all RENT and other sums in cash, certified or cashier's check, money order, credit card, or one monthly check rather than multiple checks. **If TENANT does not pay all RENT on or before the 4th day of the month, TENANT commencing on the fifth day shall pay a late fee of five percent of the monthly rent amount, or portion thereof, for which the rent payment is delinquent, until that rent payment, not including the late charge, is paid in full.** TENANT shall also pay a charge of \$35 for each returned check or rejected automatic electronic draft, plus the above late charges until LANDLORD has received acceptable payment. If TENANT does not pay RENT on time, TENANT will be in default and all remedies under state law and this LEASE will be available to LANDLORD. THIS IS YOUR NOTICE THAT IF YOU DO NOT PAY YOUR RENT WITHIN SEVEN (7) DAYS OF THE DUE DATE, THE LANDLORD CAN BEGIN THE EVICTION PROCESS IN ACCORDANCE WITH APPLICABLE OREGON LAW.

4. **RENTAL PAYMENTS.**

a) RENT is due on the applicable due dates listed in Paragraph 3 and TENANT must pay RENT on the due dates listed in Paragraph 3 without prior notice or demand from LANDLORD.

b) RENT will not be considered late if it is received by LANDLORD by the 4th day of the month in which it is due.

c) TENANT must pay full RENT when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. To the fullest extent allowed by law, LANDLORD may first apply payment(s) towards any outstanding balances due, such as, but not limited to, delinquencies, prior balances, maintenance and/or damage charges, additional charges and lockout fees before crediting such payment to the current RENT.

d) TENANT may NOT pay RENT in cash without prior written permission from LANDLORD. TENANT must pay RENT by check or money order, online payment, or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order, a convenience fee will be added to the amount due. The convenience fee may change during the lease TERM. LANDLORD is not required to provide a receipt for payments made by check or money order, and evidence of such payments shall be maintained by TENANT. Currently the convenience fees for paying online are set dependent on payment type as follows:

- 1) 2.95% per transaction for MasterCard and Discover payments.
- 2) \$1.70 per ACH (e-check) payments.
- 3) \$6.95 for Visa (credit or debit)

These convenience fees are subject to change at any time.

e) Any accord, satisfaction, conditions or limitations noted by TENANT on or in any payment shall be null and void.

f) Without being required to do so, LANDLORD can accept partial payment of RENT along with a signed copy of a Partial Payment Agreement containing terms acceptable to LANDLORD, but LANDLORD does not waive LANDLORD'S rights in such circumstance to collect and enforce the payment of the remainder of such RENT.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or at TENANT'S request and for all fees as described in Rules and Regulations. Unless required by law, the provision of any special services shall be at LANDLORD'S sole and absolute discretion.

5. SECURITY DEPOSIT AMOUNT.

The SECURITY DEPOSIT is \$ _____. The SECURITY DEPOSIT must be paid on or before the date this LEASE is signed. This amount does NOT include any animal deposit if applicable.

6. FEES.

In addition to RENT and all other charges due under this Lease, TENANT agrees to pay LANDLORD the following fees and charges (list number of each in space below)

\$42.00 Non-Refundable Application Fee;

If applicable, a transfer fee of \$200 will be assessed. Resident authorizes Landlord to obtain new or updated consumer credit report and/or an investigate consumer report in the event resident requests to transfer to another unit within the Property; c) a new Resident is approved by Landlord to move into the Residence; or d) for any other valid business reason.

Non-compliance fees that may be assessed as applicable by LANDLORD will range from \$50 for the first offense and up to \$250 for subsequent offenses for the following:

- a) Failure to clean pet waste;
- b) Failure to clean trash in garage;
- c) Parking violations as outline in the parking agreement;
- d) Improper use of vehicles on the premises;
- e) Smoke alarm or detector tampering in the unit or common areas;
- f) Smoking in clearly designated non-smoking areas;
- g) Unauthorized pets capable of causing damage to persons or property;
- h) Obnoxious odors that interfere with the use and enjoyment of other TENANTS in the units or common areas within the community.

7. PLACE AND NAME OF PAYMENTS.

RENT payments are to be made payable to **COLLECTIVE ON 4TH**. Unless electronic payment arrangements are made, RENT must be paid to LANDLORD at the following address:

THE COLLECTIVE ON 4TH

1818 SW 4th Ave

Portland, OR 97201

8. RETURNED CHECKS.

If TENANT'S check is returned by the bank, TENANT:

- a) shall pay a charge of \$35.00 as a returned check fee; and
- b) shall pay late charges retroactive to the due date listed in **Paragraph 3**; and
- c) will be in violation of the LEASE for failing to pay the RENT on time, unless the returned check fee and any late fees and RENT charges are paid within the notice requirements of Oregon law.

If two (2) of TENANT'S personal checks are returned to LANDLORD, LANDLORD will require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order during the remaining balance of the TERM.

9. TENANT'S UNIVERSITY.

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10. NOTICES.

Except as otherwise provided by Oregon Law, LANDLORD and TENANT must send all notices by pre-paid first-class postage, or via certified or registered mail, return receipt requested, or via hand delivery (hand delivery shall include delivery by LANDLORD of the notice to the UNIT or in the TENANT mailbox or delivery to the Management Office by TENANT). Notice is given when notice is mailed, or hand delivered.

TENANT must send, or hand deliver notices to LANDLORD at the management office address listed in **Paragraph 7** of this LEASE. LANDLORD may send or hand-deliver notices to TENANT at TENANT'S UNIT or mailbox.

11. UTILITIES.

- a) LANDLORD will supply and pay for the following utilities /services:

NON-HAZARDOUS HOUSEHOLD WASTE REMOVAL SERVICE

NOTE: TENANT agrees to use utilities in a careful and conservative manner. TENANT is responsible for all other utilities including (but not limited to): water, waste water, electricity, gas, and phone. LANDLORD will bill TENANT the utility costs for water, waste water electricity, and gas in accordance with Section 11 of the LEASE and the Utility Addendum.

- b) At the end of the LEASE, TENANT must provide LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full. Failure to provide such proof is a material LEASE default and LANDLORD may at its option apply the SECURITY DEPOSIT to any outstanding utility charges.

- c) TENANT will pay for electricity in the following manner: LANDLORD will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills LANDLORD directly for such charges. Electric charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each TENANT'S charge.

- d) TENANT will pay for water and waste water in the following manner: LANDLORD will remain the customer of record for the water and waste water utility. The local water and waste water utility provider measures utility usage in each apartment unit and bills LANDLORD directly for such charges. Water and waste water charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each TENANT'S charge.

- e) TENANT will pay for gas in the following manner: TENANT'S gas charges will be billed at a flat rate of \$15.00 for Studio/One Bedroom, \$25.00 for Two Bedrooms, \$35.00 for Three Bedrooms. This represents the approximate per resident cost incurred by LANDLORD for gas service as of the date the lease was signed. This amount may be changed upon 30 days prior

written notice. Gas costs shall include actual invoices, management costs, auditing costs, and recycling charges.

f) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup).

g) TENANT agrees that LANDLORD may estimate any and all utility charges above upon TENANT'S move-out (or at any other time) and such amounts shall be deemed final. TENANT is responsible for all setup, deposits, and activation fees of all utilities not paid for by the PROPERTY.

h) The billing methods described herein may be changed by LANDLORD by providing TENANT with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and TENANT acknowledges that in certain situations it is necessary to make a change to the billing method.

i) The bill will be sent to TENANT by Conserve, a third party billing provider. Any disputes related to the computation of TENANT'S bills will be between TENANT and LANDLORD.

j) TENANT may inspect the provider's bill at a reasonable time and place and TENANT may obtain a copy of the provider's bill by making a request to LANDLORD during the inspection and upon payment to LANDLORD for the reasonable cost of making copies.

12. CONDITION OF UNIT.

TENANT accepts the UNIT and PROPERTY in its present condition and to the fullest extent allowed by law, designates it fit and habitable. Within 48 hours of taking possession of the UNIT, TENANT must inspect the UNIT and provide LANDLORD a list of any claimed defects or damages to the UNIT by completing a Move-in Condition Form. As part of this list, TENANT must test all smoke detectors and identify any that are not working. The purpose of the list is to document the condition of the UNIT at the time the term of the LEASE commences. Any items not so identified by TENANT shall be deemed in good condition.

The list should be delivered to the LANDLORD at the address listed in **Paragraph 7**. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD's representative. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear accepted. TENANT is responsible for all damage to the UNIT that occurs after acceptance, reasonable wear and tear excluded. **TENANT acknowledges and agrees that having to paint a UNIT at any time after TENANT takes possession of the UNIT could be billed back to TENANT if the damages are considered by the Landlord to be above reasonable wear and tear.**

13. APPLIANCES AND FURNITURE.

a) LANDLORD will provide the appliances and furniture listed below:

- 1) Refrigerator/Freezer
- 2) Dishwasher
- 3) Range
- 4) Washer & Dryer
- 5) Microwave
- 6) Outdoor Furniture (applicable units only)
- 7) Outdoor Grill (applicable units only)

b) LANDLORD will repair or replace non-working appliances.

c) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliance or furniture that is broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item which is broken, damaged, not working or not in the UNIT because of the fault of TENANT or TENANT'S guests. TENANT agrees to not add any additional refrigeration to the UNIT at any time.

14. LANDLORD UNABLE TO GIVE POSSESSION.

a) LANDLORD shall not be responsible or liable to pay any damages, or, be held liable, to TENANT if LANDLORD cannot give possession of the UNIT on the lease commencement date, for any reason whatsoever, unless otherwise required by law.

b) If LANDLORD is unable to give possession of the UNIT to TENANT on the date when the LEASE is to commence, RENT will be abated on a daily basis during the delay. LANDLORD shall not be liable for any such delay in delivering possession of the UNIT to TENANT, unless otherwise required by law. TENANT must pay RENT or additional charges for any part of a month that TENANT has possession.

c) LANDLORD or TENANT may terminate the LEASE if possession of the UNIT is not given to TENANT within 30 days of the LEASE commencement date. TENANT must give notice of such termination to LANDLORD in writing before the 6th day after the 30-day period has expired. The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is terminating the LEASE pursuant to this paragraph, and TENANT's right to terminate the LEASE shall thereafter be null and void and all duties and obligations of TENANT under the LEASE will remain in full force and effect in accordance with Oregon law.

15. USE.

a) TENANT shall not permit any guest or invitee to reside in the UNIT, who is not permitted in writing by Landlord.

b) TENANT may not commit any act or allow any activity to occur in the UNIT or on the PROPERTY, which violates or breaks any Federal, State or local laws or ordinances, or any applicable rules or regulations. TENANT may not use or allow the UNIT or the PROPERTY to be used for any disorderly or illegal purpose. The UNIT may only be used as a private residence.

c) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the UNIT or the PROPERTY. TENANT may not do or allow any behavior in the UNIT or on the PROPERTY which is a nuisance, or which creates a risk of injury, loss or damage. TENANT may not engage in or allow any activity, which increases the costs of insurance or the LANDLORD's ability to either obtain or maintain insurance coverage on the PROPERTY.

16. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.

TENANT agrees that TENANT is responsible for:

a) all personal property of TENANT and TENANT'S family, guests or persons invited by TENANT in or on the PROPERTY, including automobiles;

b) loss, damage, costs, injury or death caused by TENANT or TENANT'S family, guests or persons invited by TENANT for the use of TENANT's property;

c) any claim due to acts or from any failure to act by TENANT or TENANT's family, guests or persons invited by TENANT; and

d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT or TENANT's family, guests or persons invited by TENANT.

17. TENANT'S INSURANCE.

TENANT shall acquire and maintain for the TERM of the LEASE a standard Renters' Insurance policy with General Liability coverage of \$100,000. TENANT's Renters Insurance Policy shall name LANDLORD as interested party as allowed by law.

In the event that TENANT fails to obtain and maintain the General Liability Policy as required herein, LANDLORD shall have the right, but not the obligation, to procure the General Liability Policy on TENANT's behalf, the cost of which shall be deemed to be additional rent under the Lease and immediately due and payable by TENANT to LANDLORD.

DAMAGE TO TENANT'S PROPERTY AND INSURANCE:

LANDLORD does not provide any insurance coverage for TENANT'S property. Unless caused by the willful or negligent actions of LANDLORD, or LANDLORD's agent's or employee's, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT's occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY.

TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD's insurer for damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT's negligent conduct, or the negligent conduct of TENANT'S occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of

insurance so as to not cause an increase in premium or void any insurance policy.

18. LANDLORD'S ENTRY ONTO THE PROPERTY.

LANDLORD or LANDLORD'S agent may enter the UNIT by any means necessary, with advance notice (except for emergencies defined within the **RULES AND REGULATIONS ADDENDUM**, paragraph heading **SERVICE REQUESTS**) if required by law, to

(i) make repairs; (ii) deliver notices (iii) repair or improve the UNIT or other portions of the Building; (iv) show the UNIT to possible buyers, lenders or tenants; (v) inspect the UNIT periodically for compliance with the LEASE terms; (vi) investigate a suspected violation of the LEASE; or (vii) for any other reasonable purpose.

19. TENANT'S INSURANCE.

TENANT shall acquire and maintain for the TERM of the LEASE a standard tenant liability insurance policy with liability coverage of at a minimum of \$100,000 per occurrence for TENANT'S legal liability for damage to LANDLORD'S property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage and such other coverages described in any addendum attached hereto (the Liability Policy"). TENANT'S Liability Policy shall name LANDLORD as an additional insured. In the event that TENANT fails to obtain, maintain and deliver to LANDLORD such written proof of the Liability Policy, LANDLORD shall have the right, but not the obligation, and TEANANT automatically elects for LANDLORD to procure such policy coverage on TENANT'S behalf through the Landlord Required Insurance Policy ("LRIP"). In this event the TENANT will be charged a Landlord Required Insurance Policy Fee of \$12.00 per month and this shall be deemed to be additional RENT under the Lease and immediately due and payable by TENANT to LANDLORD.

DAMAGE TO TENANT'S PROPERTY AND INSURANCE:

LANDLORD does not provide any insurance coverage for TENANT'S property. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD'S agent's or employee's, neither LANDLORD nor LANDLORD'S agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT'S occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY. National Student Services, Inc. (<https://www.nssi.com/portal/sternrisk>) offers coverage through its Personal Property Protection Program which is being referred to in this LEASE merely for the convenience of TENANT as an example of such a program. LANDLORD makes no representations or warranties whatsoever regarding National Student Services, Inc. or its Personal Property Protection Program and TENANT is encouraged to speak with a qualified insurance professional about available coverages. TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD'S insurer for injury to any person and damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT or TENANT'S occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

20. RULES AND REGULATIONS.

- a) LANDLORD may make reasonable rules and regulations to protect:
- 1) the PROPERTY and the property of other TENANTS, neighbors, or other people; and,
 - 2) the comfort, safety or rights of other TENANTS, neighbors, or other people.
- b) TENANT will follow all rules and regulations made by LANDLORD, which are now in effect, **and which are attached to this LEASE**. TENANT will follow any new rules and regulations made by LANDLORD during the TERM. **LANDLORD may charge TENANT a rule violation fee for each violation of the applicable Rules and Regulations. TENANT'S parents and/or Guarantor may**

be contacted for any violation of the rules and regulations and will be responsible for any violation thereof.

21. PETS.

No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a service animal for a TENANT with a disability if required by law. TENANT must not feed stray or wild animals.

If TENANT or any guest or occupant of the UNIT violates pet restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been in the UNIT at any time during TENANT'S term of occupancy (with or without LANDLORD'S consent), LANDLORD will charge TENANT for de-fleaing, deodorizing, and shampooing. Initial and periodic pet-violation charges and pet-removal charges are fees for LANDLORD'S time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. LANDLORD may remove an unauthorized pet after leaving, in a conspicuous place in the UNIT, a 24-hour written notice of intent to remove the pet. LANDLORD may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling a pet, LANDLORD shall not be liable for loss, harm, sickness, or death of the pet unless due to LANDLORD'S negligence or willful misconduct. LANDLORD will return the pet to TENANT upon request if it has not already been turned over to a humane Society or local authority. TENANT must pay for the pet'S reasonable care and kenneling charges.

A written warning will be issued for the initial violation of any pet policies by TENANT or TENANT'S guest. A \$50 fee will be assessed to TENANT upon the second and a \$250 fee for each subsequent violation of any pet policies listed above.

22. TRASH REMOVAL / RECYCLING.

Trash must be disposed of in accordance with the directions of the LANDLORD. All trash must be removed as it accumulates in the UNIT. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony. If any trash or debris is found in these areas, a reasonable fee will be charged for the removal of all items. If TENANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT shall be responsible for any such fine and the costs incurred to correct the action.

23. UNAUTHORIZED VEHICLES.

- a) TENANT may not park any vehicle on the PROPERTY unless LANDLORD and TENANT execute a Parking Lease allowing the TENANT to park a vehicle on the PROPERTY.
- b) No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the PROPERTY at any time.
- c) TENANT may not make repairs to automobiles on the PROPERTY.
- d) LANDLORD may tow at TENANT'S expense any vehicle determined by LANDLORD to have been abandoned or parked in violation of this LEASE, other applicable parking rules or regulations, or in violation of applicable law.

24. MAINTENANCE.

LANDLORD agrees to do any maintenance or structure repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

- a) keep Common Areas of the PROPERTY (but not the UNIT, which shall be the responsibility of TENANT) reasonably clean;
- b) maintain fixtures, furniture, hot water, heating, and A/C equipment;
- c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- d) make all reasonable repairs, subject to TENANT'S obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to the UNIT and/or the PROPERTY to avoid property damage or to perform work

requiring such interruption as determined in LANDLORD's sole judgment. To the fullest extent allowed by law, LANDLORD will not be liable for any inconvenience, discomfort, disruptions or interference with TENANT's use of the PROPERTY because LANDLORD is making repairs, alterations or improvements to the UNIT or the PROPERTY. If TENANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD's usual working hours unless TENANT requests in writing that such repairs be done during other hours and such request is approved by LANDLORD. If LANDLORD approves such request TENANT will pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold in the UNIT, TENANT hereby agrees to the following:

TENANT is responsible for replacing the HVAC filter at least four times during the lease TERM at TENANT's expense. TENANT may purchase filters from LANDLORD at a cost of \$5.00 each.

TENANT shall (a) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the UNIT at reasonable levels.

TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bath, clean and dry.

TENANT shall promptly notify LANDLORD in writing of the presence of any of the following conditions:

- 1) Any water leak, excessive moisture, or standing water inside the UNIT or any Common Areas.
- 2) Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with an appropriate household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.
- 3) A malfunction in any part of the heating, air-conditioning, or system in the UNIT.
- 4) Any other claimed deficiency or condition requiring maintenance or repair.

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or the PROPERTY caused by TENANT's failure to comply with the terms of this section, and LANDLORD shall not be liable for any damages sustained to TENANT's person or property as a result of any such failure.

TENANT is responsible for all pest control, except that LANDLORD shall provide an initial pest control treatment if the need for such treatment is reported to LANDLORD in writing within 10 days after move-in. If LANDLORD incurs the cost of pest control in the UNIT or the PROPERTY as a result of the actions or inactions of any tenant in the UNIT, all tenants in the UNIT shall be responsible for the cost thereof.

25. REPAIRS.

TENANT agrees to:

- a) immediately report to LANDLORD in writing any damages or needed repairs; and
- b) pay for repairs which are needed due to the fault of TENANT or any of TENANT's family or guests.

If TENANT or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matter-- **IT MUST BE SIGNED AND PROVIDED IN WRITING** to LANDLORD's designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD's written notes on TENANT's oral request do not constitute a written request from TENANT.

LANDLORD's compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify LANDLORD in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. LANDLORD may change or install utility lines or equipment

servicing the UNIT if the work is done reasonably without substantially increasing TENANT's utility costs. LANDLORD may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water or similar cause, TENANT must notify LANDLORD's representative immediately. If air conditioning or other equipment malfunctions, TENANT must notify LANDLORD's representative as soon as possible on a business day. LANDLORD will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. RENT will not abate in whole or in part.

If LANDLORD believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to TENANT, LANDLORD may terminate this LEASE or relocate TENANT to another part of the building without liability by giving TENANT at least five (5) days written notice or in accordance with applicable Oregon law. LANDLORD may also remove personal property if it causes a health or safety hazard. If the LEASE is so terminated, LANDLORD will refund prorated RENT and all deposits, less lawful deductions.

26. CHANGES TO THE PROPERTY.

TENANT must obtain written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for such changes.

27. LAUNDRY FACILITIES.

Individual washer and dryer appliances are included in each UNIT. TENANT is responsible for cleaning lint trap after each dryer use to prevent fire.

28. TAKING OF PRIVATE PROPERTY.

a) Legal authorities are able to take property after paying for it. This is known as "condemnation".

b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:

- 1) LANDLORD can end this LEASE;
- 2) LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and
- 3) TENANT, by signing this LEASE, has assigned to LANDLORD any rights which TENANT may have to any money paid by the legal authorities for or relating to the taking of the PROPERTY.

29. UNENFORCEABLE LEASE CONDITIONS.

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE shall continue in full force and effect.

30. ASSIGNMENT BY LANDLORD.

LANDLORD may assign this LEASE. If assigned, TENANT's obligations shall continue in full force and effect to the new LANDLORD. The new LANDLORD will have all of the rights that the current LANDLORD has under this LEASE.

To the fullest extent allowed by law, upon assignment of the LEASE by LANDLORD to another party which assumes this LEASE, LANDLORD is expressly released from all obligations under the LEASE. LANDLORD may transfer this LEASE without obtaining TENANT'S approval. TENANT MAY NOT ASSIGN ITS RIGHTS UNDER THE LEASE WITHOUT THE WRITTEN CONSENT OF LANDLORD.

31. SECURITY DEVICES.

LANDLORD is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and LANDLORD can discontinue any such items at any time without notice. Security cameras are not monitored continuously and are not guaranteed to be monitored in real-time.

32. DEFAULT BY TENANT.

TENANT shall be in default of this LEASE if TENANT:

- a) fails to pay RENT or any other charges when due; or
- b) does anything which is not permitted by this LEASE; or

- c) fails to do anything which is required by this LEASE; or
- d) breaks any condition of this LEASE, any Addendum to this LEASE, or the **Rules and Regulations**; or
- e) gives LANDLORD false information, including information or signatures on TENANT's or the Guarantor's/Co-signers rental application, on the LEASE or on the GUARANTEE; or
- f) any of the utilities which are payable by TENANT or the other tenants of the UNIT are not paid in a timely manner or are disconnected or shut-off; or
- g) TENANT fails to pay any fee within 10 days after it is levied in accordance with this LEASE or the **Rules and Regulations**.

33. LANDLORD'S RIGHTS.

a) Upon TENANT default, to the fullest extent allowed by law, LANDLORD shall have the following rights in addition to any other rights of LANDLORD under this LEASE or applicable law.

- 1) collect any past due RENT, repayment of concessions, and utility payments and any, to the extent permitted by Oregon law, sums for actual cost and damages due for the rest of the TERM from TENANT;
- 2) collect from TENANT for damages caused by TENANT or TENANT's breaking of any conditions of the LEASE or TENANT's doing of any act which is not permitted by the LEASE;
- 3) evict TENANT and take possession of the UNIT under all applicable Oregon statutes, including a 24-hour eviction under ORS 90.396 for egregious conduct; without affecting Landlord's right to collect and sue for rent, damages, charges and reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, including court costs, collection costs and attorneys' fees and costs.
- 4) recover or file suit to recover:
 - (i) all RENT and additional charges which are due from TENANT;
 - (ii) reimbursement for any damages; and
 - (iii) reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, including court costs, collection costs and attorneys' fees.

b) These are not the only rights LANDLORD has if TENANT breaches this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid RENT and other damages, losses or injuries.

If LANDLORD obtains a money judgment against TENANT, LANDLORD may use the court process or any other available process to take TENANT'S personal goods, furniture, motor vehicles and other assets to the maximum extent allowed by law.

34. OTHER REMEDIES.

LANDLORD may report unpaid amounts to credit agencies. If TENANT defaults and moves out early to the fullest extent allowed by law, TENANT will pay LANDLORD any amounts stated to be rental amounts in **Paragraph 3** for the entire TERM, in addition to other sums due. Upon TENANT's default, LANDLORD reserves all other available legal remedies, including LEASE termination. Late charges are fees, an estimate of all compensation for LANDLORD'S time, inconvenience, and overhead in collecting late RENT (but are not for attorney's fees and litigation costs). TENANT must pay all collection-agency fees if TENANT fails to pay all sums due within 10 days after LANDLORD mails TENANT a letter demanding payment and stating that collection agency fees will be added if TENANT fails to pay all sums by that deadline.

35. ENDING THE LEASE.

a) **This LEASE will end at the time and date listed in Paragraph 2.** TENANT may not extend the term of this LEASE without the written consent of LANDLORD. **Failure to vacate the UNIT at the end of LEASE shall be a violation of this LEASE.**

b) If LANDLORD fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, TENANT may pursue remedies under Oregon law, including the possibility of terminating this LEASE, after delivering written notice to Landlord in accordance with Oregon law specifying the acts or omissions constituting the failure. LANDLORD will have the time permitted under Oregon law to remedy the condition.

c) Nothing contained in this LEASE shall give TENANT the right to remain in possession of the UNIT for any particular time following expiration of the TERM.

d) **FIRE OR OTHER CASUALTY.** If, in the reasonable judgement of officials with the City of Portland or the State of Oregon, the UNIT, the Building or the PROPERTY is materially damaged by Fire or other casualty, this LEASE may be terminated in accordance with applicable statutes.

36. EARLY TERMINATION.

Except as otherwise expressly stated in this LEASE, and excepting cases of default by TENANT, this LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to any early termination of this LEASE, a termination charge may apply as part of any such agreement as specified by LANDLORD and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.

37. SUBLETTING PROHIBITED.

TENANT may not transfer this LEASE or sublet the UNIT, nor any part of the UNIT—including through Airbnb, Vacasa, Stay Alfred, or similar services—without LANDLORD's prior written approval, which may be withheld in LANDLORD's sole and absolute discretion.

38. LEAVING THE UNIT.

DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

LANDLORD will mail TENANT's SECURITY DEPOSIT refund (less lawful deductions) and an itemized accounting of any deductions no later than 31 days after surrender or abandonment of the Unit. TENANT will be obligated to provide the new address for return of the security deposit, unless applicable statutes provide otherwise.

TENANT will have surrendered the UNIT when: (1) the move-out date has passed, and no one is living in the UNIT in LANDLORD'S reasonable judgment; or (2) all UNIT keys and access devices have been turned in where RENT is paid—whichever date occurs first.

TENANT will have abandoned the UNIT when all of the following have occurred: (1) all tenants appear to have moved out of the UNIT in LANDLORD's reasonable judgment, and have been absent for at least seven (7) days; (2) clothes, furniture, and personal belongings have been substantially removed in LANDLORD's reasonable judgment; (3) TENANT has been in default for non-payment of RENT for at least ten (10) days; and (4) TENANT has not responded for five (5) days to LANDLORD'S notice left on the outside of the main entry door and mailed to TENANT, stating that LANDLORD considers the UNIT abandoned. A UNIT may also be "abandoned" as specified by applicable statute.

If TENANT abandons the UNIT, LANDLORD may take possession of the UNIT and its contents in accordance with Oregon law. LANDLORD may dispose of the contents and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal and other associated costs.

If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less LANDLORD's damages and the cost of removal and sale. To the extent allowed under Oregon law LANDLORD may destroy or otherwise dispose of some or all of the contents if LANDLORD reasonably determines that the value of the contents is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

TENANT must still pay the RENT for the entire term.

39. TENANT'S DUTIES AT END OF THE LEASE.

In addition to any other duties which TENANT has under this LEASE, TENANT will:

- a) leave the UNIT when the LEASE ends and return all keys and access devices/remotes to LANDLORD; and

- b) return the UNIT:
- 1) clean and free of garbage or trash; and
 - 2) in good order and repair, reasonable wear and tear excepted; and
- c) comply with all other terms of this LEASE.

40. SECURITY DEPOSIT TERMS.

a) Before moving into the UNIT, TENANT must pay the SECURITY DEPOSIT amount listed in Paragraph 5.

b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.

c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to the TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:

- 1) to pay for damages caused by TENANT to the UNIT and/or the PROPERTY; and/or
- 2) to pay for any unpaid RENT or additional charges owing to LANDLORD.

d) LANDLORD will return the unapplied SECURITY DEPOSIT within thirty-one (31) days after surrender or abandonment provided TENANT:

- 1) gives LANDLORD written notice of TENANT'S new address; and
- 2) did not damage the PROPERTY; and
- 3) paid all RENT and additional fees and charges in full; and
- 4) fully performed all responsibilities under this LEASE. See **Paragraph 40**

e) A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT'S request. TENANT is responsible for cleaning the UNIT, including all Common Areas, thoroughly and following all of LANDLORD'S cleaning instructions prior to move-out. If TENANT does not clean UNIT to LANDLORD'S specifications, then LANDLORD will charge TENANT a reasonable fee for the cleaning of the UNIT. If UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place within the UNIT. Common Area damages will be split amongst all tenants in the UNIT. Bedroom damages will be split amongst all tenants who have leases for that specific bedroom.

f) **A reasonable hourly rate for LANDLORD'S performance of any work will be added to all damage/cleaning/painting charges to the UNIT when resulting from damages caused by tenants.** Charges for damages may occur at any time during the TERM.

The SECURITY DEPOSIT will not be LANDLORD'S limit of damages if TENANT violates this LEASE, and TENANT may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the Security Deposit.

41. LOSS OF LANDLORD'S RIGHTS.

To the fullest extent allowed by law, LANDLORD does not give up rights by accepting RENT or any additional charges, or by delaying or not enforcing any term or condition of this LEASE.

42. NO JURY TRIAL.

To the fullest extent allowed by law, LANDLORD and TENANT hereby waive their right to a jury trial in any lawsuit involving this LEASE.

43. WRITTEN CHANGES TO THE LEASE.

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings between the parties. Any changes to this LEASE require writing and signature by LANDLORD and TENANT, or written notice delivered to TENANT 30 days prior to LEASE change effective date. Neither LANDLORD nor any of LANDLORD'S representatives have the authority to make any oral promises, representations or agreements. This LEASE is the entire agreement between

LANDLORD and TENANT. LANDLORD'S representatives have no authority to waive, amend, or terminate this LEASE or any part of it, unless in writing and signed by LANDLORD, and no authority to make promises, representations or agreements that impose security duties or other obligations on LANDLORD or LANDLORD'S representatives shall be binding on LANDLORD unless in writing and signed by LANDLORD.

44. ATTORNNMENT.

TENANT hereby agrees that TENANT will recognize as its LANDLORD under this LEASE **CORE PORTLAND, LLC** and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

45. ADDITIONAL TERMS.

See attached addendum(s) for any additional terms, which are part of this LEASE.

46. SIGNATURES AND ACCEPTANCE OF CONTRACT.

This LEASE and any addenda may be signed in counterpart signatures. The lease application is considered a part of the LEASE. If there are any conflicts between this LEASE and the application, then this LEASE shall control.

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

TENANT acknowledges and agrees that TENANT has carefully read and understands this LEASE and that TENANT acknowledges that this LEASE constitutes a binding and enforceable contract between LANDLORD and TENANT.

This LEASE includes:

1. Deposit Agreement
2. Residential Lease Agreement
3. Rules and Regulations
4. Security Acknowledgement and Guidelines
5. Utility Addendum
6. Drug-Free Crime-Free Lease Addendum
7. Damages and Cost Addendum
8. Pet Addendum if applicable
9. Bluetooth Speaker Acknowledgement
10. Required Insurance Addendum to Lease Agreement
11. Construction Progress Addendum
12. Guaranty Agreement