



Morris Hayden Property Management  
 337 NE Emerson Avenue  
 Bend, OR 97701  
 541-382-3888 (Phone)  
 541-598-3067 (Fax)

**ACKNOWLEDGMENT ADDENDUM**

Tenant Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

**TENANT ACKNOWLEDGES RECEIPT OF THE FOLLOWING FORMS:**

- Rental Lease Agreement
- Company Rules & Regulations
- Refund of Security Deposit
- Smoke Alarm and Carbon Monoxide Alarm Acceptance & Agreement
- Mold Notice and Addendum
- No-Smoking Addendum
- Key Addendum
- Property Condition Report
- Base Charge List
- Pet Addendum
- (Redmond) Permission to Bill Tenant (Water Authorization)
- Lead Base Paint Disclosure
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**If an EVICTION is necessary or any other action to enforce the terms of the lease, the landlord and/or agent will charge a fee of \$195.00 for each trip in additional to attorney's fees, court costs, and prevailing party fees.**

\_\_\_\_\_  
 Tenant's signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Tenant's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Morris Hayden Property Management

\_\_\_\_\_  
 Date



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## RENTAL LEASE AGREEMENT

Tenant Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Move-In Date: \_\_\_\_\_

Rent Payable on the 1<sup>st</sup> day of each month. All payments, service requests and delivery notices should be mailed to: MHPM, 337 NE Emerson Avenue, Bend, OR 97701

**PAYMENT PREFERENCE: E-banking checks, cashier's check or money orders. We will accept a personal check. However, if there is ONE (1) NSF fee, you will be required to pay rent via cashier's check or money order.**

Monthly Rent Beginning _____	\$	_____
Pro-Rated Rent: _____	\$	_____
Security Deposit: _____	\$	_____
Pet Deposit: _____	\$	_____
Additional Deposit: _____	\$	_____
_____ Deposit: _____	\$	_____
Subtotal: _____	\$	_____
<b>Less Amount Paid:</b> _____	<b>\$</b>	_____

Total Due: Sec/Pet Dep: \$ \_\_\_\_\_ Rent \$: \_\_\_\_\_ (Cashier's Check or Money Order ONLY)

Occupants of home not to exceed \_\_\_\_\_ persons

**LEASE TERM**

\_\_\_\_\_ Month lease beginning  
 \_\_\_\_\_  
 continuing on a month to month basis thereafter  
 unless a 30 day written notice is given prior to  
 the end of the lease indicating that the tenant  
 does not wish to renew the lease. (If tenant  
 breaks the lease contract date, the lease buy-out  
 fee is 1.5 times the monthly rent amount as  
 allowed by the State of Oregon.)

**Non-Compliance Fee Schedule (per occurrence)**

* Late charge/fee	\$100.00
* Dishonored check (NSF)	\$25.00
* Smoke Alarm/Carbon Monoxide alarm tampering fee	\$250.00
* Parking violation	\$50.00
* Failure to clean up pet waste or garbage	\$50.00
* Unauthorized pet	\$50.00
* Late payment of utility owed to owner	\$50.00
* Failure to pay utilities	\$50.00
* Unauthorized roommate	\$50.00
* Smoking violation	\$150.00
* Non-removal of satellite dish upon vacating property	\$50.00
* Lease Buyout Fee/Early Termination-- (1.5 times the rent)	\$ _____

**Liability of Tenants.** All persons who sign this rental agreement as tenants shall be jointly and severally liability under the terms of this rental agreement. The term "Tenant" as used in this rental agreement shall refer to all tenants identified in this residential rental agreement.

**Substitution of Tenants.** Unless otherwise agreed, this tenancy is restricted to the named tenants and other occupants. Prior written consent of MHPM is required to substitute or increase tenants or occupants. Such consent shall not be unreasonably withheld. Additional or substitute tenants shall become additional signatories to this rental agreement.

**1. DUE DATE**

- A. All rents are due on the 1<sup>st</sup> day of the month and are late after the 6<sup>th</sup> day of the month.
- B. If rent is not paid by **5:00 P.M.** on the 6<sup>th</sup> day of the month tenant shall pay a **late fee** of **\$100.00**, and a non-compliance fee may be charged at the discretion of MHPM.       Initial       Initial
- C. All rent and fees shall be paid using PayLease, cashier's check, money order or personal check only. **(NO CASH)** Rent may be hand delivered or placed in drop box located at **337 NE Emerson Ave** or mailed to the following address:

**MORRIS HAYDEN PROPERTY MANAGEMENT  
337 NE EMERSON AVENUE  
BEND, OR 97701  
541-382-3888**

- D. **UTILITIES**                      \*T-Tenant Pays                      O-Owner Pays

**\*Utilities must be turned on in your name PRIOR to move-in**

   **T** - Electricity                             - Water                             - Sewer  
       - Gas                                     - Garbage                         **T** - Cable (optional)

Any utility NOT furnished by Owner will be contacted for closing bills upon your tenancy. Company's request for closing bills may result in a shut off if you fail to contact the utility company for service in your name.

**Utility Companies**

**Power:**

- Pacific Power    888-221-7070
- Central Electric CO-OP    541-389-1980

**Gas:**

- Cascade Natural Gas    800-426-0242

**Water/Sewer:**

- City of Bend    541-388-5515
- City of Redmond    541-923-7765
- Avion Water (water only)    541-382-5342
- Roats Water    541-382-3029

**Trash:**

- Cascade Disposal    541-382-6660
- Bend Garbage & Recycling    541-382-2263
- High Country Disposal    541-548-4984

**2. ITEMS FURNISHED**

The following items are furnished for the Tenant to use while occupying unit:

- Range             Refrigerator             Dishwasher             Microwave
  - Washer             Dryer             W/D Hookups             Drapes/Blinds
  - Garage Door Opener(s) # \_\_\_\_\_            Common Utilities: \_\_\_\_\_  
(if left blank, no common utilities)
- Recycling is Available: \_\_\_\_\_ Yes \_\_\_\_\_ No
- \_\_\_\_\_ # of P.O Box Keys ---Unit # \_\_\_\_\_ PO Box # \_\_\_\_\_

Tenant has been provided with working appliances, garage door openers and mail box keys, if applicable. The listed appliances will be repaired and/or maintained at the owner’s discretion. If applicable, the washer and dryer are presented in an “as is” condition. The tenant understands that the washer and dryer is strictly an amenity, and that the use of this amenity is not guaranteed under the terms of the lease. Any interruption or non-availability of the use of the washer/dryer will not violate any terms of the lease.

**3. YARD CARE**

- A.  Owner maintains lawn/landscaping     Tenant maintains landscaping which includes mowing, edging, raking the flower beds and maintaining the property in the same manner in which it was received. (Yard maintenance to start on or before April 15<sup>th</sup> through October when the sprinklers are blown out.) Owner will pay to have sprinklers blown out yearly. If Tenant does not maintain the yard in the same or better condition as received, MHPM will hire a landscaping company as a cost to the tenants. **Initial** \_\_\_\_\_
- B. Tenant shall water all areas including lawn, trees, and any surrounding landscape that is used exclusively by the tenant at his own expense. **Initial** \_\_\_\_\_
- C.  Automatic Sprinkler System     Manual Sprinkler System
- D. If Tenant has pets, it is the Tenant’s responsibility to pick up the animal waste on a weekly basis and dispose of it in a trash can. The waste is not allowed to build up or be deposited onto the property. **Initial** \_\_\_\_\_

Additional information tenant should be aware of:

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## TERMS AND CONDITIONS

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### 1. RULES

- a. No animals or aquariums shall be brought onto the premises without written consent from **MORRIS HAYDEN PROPERTY MANAGEMENT (MHPM)** and an addendum is executed and signed by all parties. An additional deposit **will** be required for pets allowed by MHPM.
- b. Written consent from MHPM is required for any guest(s) who remain on the premises for more than seven consecutive days. Tenant shall not allow any other person(s) to reside or live on the premises other than those on the rental agreement without the written consent of MHPM.
- c. **This is a non-smoking residence. No smoking inside the home or in the garage is permitted. If there is a smoke smell in the garage or house, you will be charged an additional \$150.00 at move-out. If you are a smoker, it must be done outside away from the house. Initial \_\_\_\_**
- d. **NO MEDICAL MARIJUANA MAY BE GROWN OR CONSUMED ON THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER. Initial \_\_\_\_**
- e. **Tenant shall provide MHPM with contact numbers, mailing addresses or any change to contact information immediately after the change has occurred. Initial \_\_\_\_**
- f. Tenant shall keep all noise down to a reasonable volume.
- g. Tenant shall **not install a satellite dish** or any additional cable or phone lines unless otherwise permitted by the homeowner. If the satellite dish is not removed upon the tenant vacating, a charge of \$50.00 plus damages will be deducted from the tenant's security deposit.
- h. Tenants and guests shall not unduly disturb their neighbors. Tenants and guests will conduct themselves in a manner that will not interfere with the neighbors' peaceful enjoyment of the Premises. Disorderly conduct is grounds for notice to vacate.
- i. **No drug activity is allowed.** Gambling and prostitution are not allowed. These activities by Tenant and/or guests will cause termination of tenancy.

### 2. ENTRY INTO PREMISES:

Tenant shall not unreasonably withhold consent from MHPM to enter the premises in order to inspect, make agreed upon or necessary repairs or improvements, or to show the unit to prospective buyers or tenants. MHPM may enter the premises without the consent in an emergency, or to post notices. Premises may be entered at any reasonable time with a written 24-Hour Notice to Enter. **Guests** remaining for more than seven days in any one month period must have written permission from MHPM.

3. **NOTICE OF ABSENCE:** Tenant shall notify MHPM of any anticipated absence from the Premises for more than seven days, no later than the first day of absence.

4. **NOTICES:** All required notices shall be delivered in the manner provided by law to MHPM or to Tenant(s). Any notice served by first class mail **ONLY**, must include an additional 3 days for delivery. Notices may be served by first class mail and on the same day attached in a secure manner to the main entrance to that portion of the premises of which the Tenant has possession or to MHPM offices at the address provided. Notice given to or received from one Tenant is binding on all other Tenants. **Initial \_\_\_\_**

5. **SUBLEASE/ROOMMATES:** Tenant shall NOT transfer their interest in this agreement or sublet the premises. **NO roommates are allowed without written consent from MHPM.**

6. **USE OF PREMISES:**

- a. Tenant shall maintain dwelling in a reasonable manner. Tenant shall use all electrical, plumbing, sanitary heating, ventilating, and air-conditioning appropriately, including changing filters regularly. **(Every 60 days is recommended)**
- b. Tenant shall maintain dwelling at temperatures sufficient to prevent water pipes from freezing and rupturing, and is to disconnect exterior hoses in freezing weather. Tenant will reimburse MHPM for cost of repairing any damage to Premises, equipment, or furnishings cause by the failure of the tenant to comply with this rule.
- c. Tenant shall keep all areas of the premises clean and free of debris and garbage. Tenant shall take special caution against cigarettes and other fire hazard items and shall not store flammable or hazardous materials.
- d. All vehicles parked at premises must have inflated tires and must be operable. Tenant shall not do mechanical maintenance to any vehicle on the Premises. Disabled vehicles or other materials shall not accumulate on the premises. Vehicles shall not be parked on the lawn.
- e. Recreational vehicles shall not be parked on premises unless authorized by MHPM.
- f. Tenant shall not leave strollers, motorcycles, or other personal property in the common areas.
- g. No signs or posters may be displayed in the yard without authorization.
- h. Only exterior patio furniture is permitted for outside use.
- i. Tenant shall use care in the size and type of nails and hooks used to hang pictures and accessories. Tenant will be held responsible for damages caused to walls or ceiling due to the use of oversized hardware.

7. **MAINTENANCE:**

- a. Tenant shall be responsible for all damages to furnishings or premises caused by their negligence.
- b. Tenant shall report defective or leaking faucets immediately.
- c. Tenant shall be responsible for the cost of clogged plumbing unless otherwise stated by a plumber that malfunction was due to defective plumbing or invasion of pipes by tree roots.
- d. **Do not** dispose of diapers, tampons, and sanitary napkins, plastic or paper bags in toilet.
- e. Tenant shall be responsible for the repair of walls, floors, and any area damaged by water due to unreported plumbing leaks.
- f. Locks shall not be changed or additional locks added unless authorized by MHPM. Tenant shall notify MHPM if locks fail to operate.
- g. Tenant shall be responsible for any costs incurred by tenant locking self out of premises.
- h. Tenant shall not remodel, paint, or make any improvements without MHPM authorization.

- i. Tenant shall report immediately any malfunctions of equipment including appliances or anything in need of repair.
  - j. Tenants shall be responsible for all broken windows.
  - k. Owner/MHPM not responsible for normal pest control of ants, spiders, crickets or such.
8. **INSURANCE:** We **REQUIRE** tenant purchase rental insurance to cover personal possessions and liability for any damage to the property caused by tenant. Tenant is responsible for supplying their own insurance covering theft and/or fire loss of their personal belongings. Many house and apartment renters assume that the building owner's insurance policy covers the residential personal property, but this is not true. An owner's policy *only* covers the building itself. For that reason, we **require** that you purchase a rental insurance policy.  
**Initial** \_\_\_\_\_
9. **SMOKE & CARBON MONOXIDE ALARMS:** Tenant shall test smoke alarms. Tampering with smoke or Carbon Monoxide alarms carries a \$250.00 fine per unit. **Tenant is responsible for replacement of battery or missing alarm upon move out.**
10. **ABANDONMENT:** Tenant agrees that any goods, personal items, 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.
11. **APPLICATION OF PAYMENTS:** All payments may be applied to tenant's account in the following order.
- a. If use of this section results in unpaid balance forward, additional late charge may not be applied.
 

1. Non-refundable fees	4. Pro-rated rent	7. Past Due Rent
2. Pet deposits	5. Tenant damage	8. Current Rent
3. Security deposits	6. Utility charges	
  - b. Tenant may **NOT** use security deposit for any rent payments or any other unpaid charges.  
**Initial** \_\_\_\_\_
  - c. If a Pet Deposit is collected and tenants remove the pet(s), the pet deposit will be added to the security deposit. NO refunds of deposits will be made until all tenants have vacated the premises. **Initial** \_\_\_\_\_
12. **CHARGES:**
- a. All missing, damaged, and broken articles or equipment described in the inventory may hereinafter be charged to the tenant at current market prices at the time of replacement.
  - b. **Carpets have been professionally cleaned prior to occupancy, therefore carpets ARE REQUIRED to be professionally cleaned when Tenant vacates the property. (MHPM will have carpets professionally cleaned upon you vacating the property and the cleaning will be deducted from the security deposit.)** **Initial** \_\_\_\_\_
  - c. Tenant shall return all copies of keys and garage door openers upon termination. Failure to do so will result in additional fines/fees. KEYS MUST BE TURNED IN TO THE OFFICE UPON VACATING PREMISES. YOU **CANNOT** LEAVE KEYS IN THE HOUSE AND VACATE.
  - d. MHPM may change the amount of late fee by giving Tenant a 30-day written notice. MHPM shall not deduct a previously imposed charge from a current or subsequent rental period rent payments, thereby making that rent payment delinquent for imposition of a new or additional late fee or for termination of the tenancy for non-

payment of rent. MHPM may charge simple interest on an unpaid late fee at the rate allowed for judgments pursuant to ORS82.010 (2) and accruing from the date the late fee is imposed.

- e. MHPM shall charge a non-compliance fee for any non-compliance of this agreement.
- f. Tenant shall be responsible for all damage caused by smoking on the Premises.
- g. MHPM shall not be responsible for damages of any kind caused by lack of heat, refrigeration, or other services to the Premises arising out of any accident, or occurrence beyond the control of MHPM. Tenant further agrees to be responsible for and pay for damages, fines, or fees incurred by MHPM, caused by acts of Tenant, other occupants of Premises, pets and/or guests or visitors.
- h. Tenant shall pay MHPM for all fees and expenses incurred including any filing fees, court fees or service fees from any **EVICTION** process or action that needs to be taken by the direct negligence or willful misconduct of the tenant.
- i. MHPM shall charge a **late fee of 100.00** and **\$25.00 NSF** Check fee. **Initial** \_\_\_\_\_

13. **LEASE ENABLING:** MHPM will retain the power to exclude non-residents from the common areas of the property should they violate the rules or regulations of the property. The MHPM retains control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be "person in charge" for that purpose as that phrase is defined in ORS 164.205(5).

14. **TERMINATION/PARTIAL PAYMENT:**

- a. During a month to month tenancy - MHPM may terminate this tenancy at any time, with or without stated cause upon giving tenant not less than 30 days written notice if the tenants has occupied the unit for less than 1 year. After one year the tenant will receive not less than a 60 day written notice or as otherwise provided by the Oregon Landlord/Tenant Act. Tenants shall not terminate this rental agreement without a 30 day written notice. Failure to give a 30 day written notice shall make tenant liable for up to 30 days of rent. Upon giving a termination notice, tenant(s) must give a single forwarding address for all notices and security deposit accounting.
- b. If tenant fails to pay rent and charges, MHPM may terminate tenancy.
- c. MHPM may serve tenant a 72-hour notice if rent payment is not received on the 6<sup>th</sup> day with intentions to terminate tenancy if rent is not paid within that period and take possession of the premises provided by the Oregon Landlord/Tenant Act. **Initial** \_\_\_\_\_
- d. MHPM may give tenant a 24-hour notice to vacate with written notice specifying the causes of which may immediately terminate agreement.
- e. Acceptance of partial payment does not waive the right to terminate the tenancy, if the balance of rent is not paid as agreed upon in writing.
- f. Tenant is responsible for paying rent for the entire length of the lease. If the lease is broken, Tenant can be held liable for one and one-half (1½) times the rent as allowed by the Oregon Landlord/Tenant Act.
- g. Agent shall charge an additional \$75 non-compliance fee for failure to fulfill the lease term along with the buy-out charge which is 1.5 times the monthly rental amount as stated on Page 1 of the rental agreement.

15. **REASONABLE ACCOMMODATIONS:** Reasonable accommodations shall be made as required and outlined under HUD Fair Housing Law.

16. **INDEMNIFICATION:** Tenant agrees to hold MHPM harmless from any claims for damages. MHPM shall not be responsible for any damage or injury to tenant or any other person or property which occurred on the premises, or in common areas, unless it is the result of the negligence of the MHPM.

**17. ATTORNEY FEES/COLLECTION FEES**

If any case or suit is filed concerning this agreement, the prevailing party shall be entitled to recover attorney fees and or collection fees incurred at trial including an appeal.

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**EMERGENCY 24/7 PHONE NUMBER: 541-330-4772**

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**TENANT HAS READ AND AGREES TO THE TERMS AND CONDITIONS LISTED ON ALL PAGES OF THIS AGREEMENT.**

**Tenant Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Work:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Work:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Date** \_\_\_\_\_ **Property Manager** \_\_\_\_\_

**Person to notify in case of an emergency or death:**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_



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**COMPANY RULES  
&  
REGULATIONS**

Tenant Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

1. **Smoking is NOT allowed inside any units at any time.** All smoking debris must be picked up and disposed of in acceptable containers to avoid fire danger. Non-compliance fees will be charged for violations.
2. Doors and windows of your home should be kept locked at all times. MHPM will NOT be responsible in any way for loss or damage to property belonging to tenants located in the dwelling unit or other premises. The resident is required to maintain his/her own fire and theft rental insurance for all personal property and liability insurance coverage for damage, fire or injury caused by them, their pet or their guests. Rental insurance is required to protect your belongings.
3. No dogs, cats or other pets are allowed without written consent of MHPM. If the resident keeps a pet in violation of the rental agreement, this rental agreement may be terminated as provided in ORS 91.822. Non-compliance fees will be assessed for violations.
4. No water-filled furniture without written consent of MHPM.
5. Tenants shall use the premises only as a dwelling.
6. Disorderly conduct shall be grounds for notice to terminate the agreement. Tenants shall restrict vocal, instrumental, radio and television noise to a reasonable degree of volume. Tenants shall conduct themselves, and require their guests to conduct themselves, in a manner that will not disturb their neighbors' peaceful enjoyment of the premises.
7. **Upon move-in:** Tenants must notify MHPM in writing within 48 hours of taking possession of the premises if they find the unit needs cleaning or repairs. Tenants shall keep all premises under his/her control clean, sanitary and free of accumulations of debris, filth, rubbish and garbage. Tenants may not keep flammable materials as designated by the Fire Marshal.
8. Expense or damage caused by stopping of waste pipes or overflow from bathtubs, showers, toilets or wash basins must be paid by tenants as well as any damage to buildings or furnishing other than normal wear and tear.
9. MHPM shall NOT be liable for damages or tenants' losses of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident or occurrence beyond the control of MHPM. It is the tenant's responsibility to maintain sufficient heat in the winter to ensure there is no damage caused by freezing.
10. MHPM shall NOT be held liable in any civil action for damages or death or injury to persons or property resulting from the mechanical failure of a smoke alarm or carbon monoxide detector.

Initial \_\_\_\_\_



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**COMPANY RULES  
 &  
 REGULATIONS**

11. No vehicles are to be repaired on the premises. No inoperable or dismantled vehicles shall be allowed to be repaired or stored on the premises. Non-compliance fees will be assessed for violations.
12. Tenants DO NOT have permission to repair or alter the premises in any way. Tenants must notify MHPM in writing of any needed repairs during the term of the rental agreement. Tenants must obtain written authorization to perform any repairs or maintenance, including interior or exterior painting.
13. Tenants are required to remove snow from City sidewalks when applicable.
14. Nothing contained in this agreement shall be construed as waiving any of MHPM or tenants' rights under State or Federal laws.

**Tenant Signature:** \_\_\_\_\_

Date \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_

Date \_\_\_\_\_

**Agent Signature:** \_\_\_\_\_

Date \_\_\_\_\_



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**REFUND OF SECURITY DEPOSIT**

Tenant Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

***The refund of your deposit will be based on the following items:***

1. Clean all appliances inside and out.
2. Clean cabinets and drawers inside and out.
3. Clean all light fixtures. Make certain bulbs are present and working.
4. Clean all floors, baseboards, doors and door casings.
5. Carpets are to be **professionally** cleaned, with a furnished receipt. If not cleaned, MHPM will have the carpets cleaned at an additional cost to the tenant.
6. Clean all window coverings. All mini-blinds must be washed.
7. Walls washed as needed. Do NOT use abrasives. If walls are damaged by harsh chemicals or vigorous scrubbing, you may be required to pay to have them painted.
8. Vacuum heating units as necessary. Replace the furnace filter.
9. Clean fireplace, wood stove and hearth.
10. Clean sinks, tub, shower and tile/enclosure including door tracks.
11. Clean all windows, window sills and tracks.
12. Clean all doors inside and out. Clean sliding glass doors, including tracks.
13. Change all batteries and light bulbs, if not replaced MHPM will charge tenants for the additional cost as move-out.

***In addition, the following needs to be completed:***

- a. Payment of rent up to vacate date of your 30-day notice.
- b. All garbage, trash and debris removed to appropriate receptacles.
- c. Dumping large items i.e. mattresses, appliances or furniture in or next to dumpster is not acceptable and you will be charged to remove them.
- d. Grounds trimmed and mowed, and flower beds weeded if applicable.
- e. Final utility bills paid. Call the utility company for final billing.
- f. All keys and garage door openers returned to our office.
- g. Forwarding address provided to MHPM.
- h. Property in as good condition as when received – ordinary wear and tear excluded

**YOUR SECURITY DEPOSIT ACCOUTING WILL BE MAILED TO YOU WITHIN 31 DAYS,  
 AS REQUIRED BY OREGON STATE LAW.**

Tenant Signature: \_\_\_\_\_

Date \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date \_\_\_\_\_

Agent Signature: \_\_\_\_\_

Date \_\_\_\_\_



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**SMOKE ALARM AND  
 CARBON MONOXIDE  
 ALARM ACCEPTANCE & AGREEMENT**

Tenant Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Hardwired

Battery

Hardwired w/Battery Back-up

Removing or tampering with a Smoke Alarm or Carbon Monoxide Detector except to clean the unit or replace batteries is punishable under Oregon Landlord/Tenant law by fines up to \$250.00 per occurrence. MHPM will assess a fee of \$250.00 per occurrence.

Tenants agree that MHPM is not liable for loss or damage due to failure of the alarms to operate.

Tenants acknowledge the presence of at least one Smoke Alarm and/or one Carbon Monoxide Detector on each floor of the unit. Tenants further agree that they are in good working condition. Tenants are responsible to test the alarms. Alarms and Detectors should be tested at least every month, but every week is preferable. Batteries should be checked and replaced as needed.

**TESTING AND CLEANING**

Tenants should test and maintain the Alarms and Detectors by doing the following:

1. Push the test button and/or use simulated smoke at least once a month.
2. Clean the Alarm or Detector with a vacuum cleaner at least every 6 months.
3. Report, in writing, all operating malfunctions to MHPM immediately.

**Tenants are RESPONSIBLE for Fire and Carbon Monoxide Protection.**

I/We have read and understood the above information. All my/our questions have been answered.

Tenant Signature: \_\_\_\_\_

Date \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date \_\_\_\_\_

Agent Signature: \_\_\_\_\_

Date \_\_\_\_\_



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**MOLD NOTICE  
AND ADDENDUM**

**Tenant Name(s):** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

Mold is a fungus and is present almost everywhere. It lives and grows in damp areas such as kitchens and bathrooms. It can be in wood, ceiling tiles, drywall, paper, carpets, fabrics and food. Mold cannot be totally eliminated, but its growth can be controlled. The over growth of mold can be dangerous to humans and cause damage to the property. There is currently no mold growth at this property.

**To reduce the possibility of mold growth:**

- Use the ceiling fan when showering or bathing. If there is no fan, leave the door or window open to improve air circulation.
- When cooking, use the exhaust fan above the stove or open a window or door.
- When doing laundry, use the exhaust fan or open a window.
- Keep all thermostats set above 50 degrees.
- Check kitchen and bathrooms for leaks.
- If you use a window air conditioner, make sure there are no leaks.
- Open windows weekly when possible to get “fresh air” circulating.
- Always cover aquariums and terrariums.
- Limit indoor plants and don’t water them more than weekly.

**Cleaning Tips**

Use common household bleach mixed with one cup per gallon of warm water. Make sure the area is well ventilated. Bleach can cause headaches or dizziness. Protect your hands and clothing. DO NOT allow bleach to get on carpeting, flooring or clothing – it will remove color and cause stains.

**Report any of the following:**

- |   |                                      |
|---|--------------------------------------|
| • Water leaks                             | * Mold that reappears after cleaning |
| • Water in basement or crawlspace of home | * Recurring dampness or moldy smell  |
| • Sweating pipes or toilets               | * Non-working fans                   |
| • Faucets that are dripping               | * Toilets that continue to run       |

**Tenants are responsible for any mold at the property.  
Clean the area and notify the office of any continuing problem.**

**Tenant Signature:** \_\_\_\_\_

**Date**\_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_

**Date**\_\_\_\_\_

**Agent Signature:** \_\_\_\_\_

**Date**\_\_\_\_\_



Morris Hayden Property Management  
 337 NE Emerson Avenue  
 Bend, OR 97701  
 541-382-3888 (Phone)  
 541-598-3067 (Fax)

**NO-SMOKING ADDENDUM**

Tenant Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Due to the increased risk of fire, increased maintenance costs, and the possible health effects of secondhand smoke, Owner/Agent is adopting the following no-smoking policy which covers all or part of the Property (defined above). The following terms, conditions and rules are hereby incorporated into the Residential Lease Agreement.

1. **NO-SMOKING POLICY: Smoking is ONLY permitted OUTSIDE 10 feet from any/all entrances. Dispose of waste immediately.**
2. **DEFINITION OF SMOKING:** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in **ANY** manner or in any form.
3. **NO-SMOKING PROPERTY:** (3.1) (Designated Portions of Property No-Smoking). Tenant agrees and acknowledges that designated portions of the Property have been designated as no-smoking. Tenant agrees that he/she will not smoke on the no-smoking portion of the Property and will not permit any guests or visitors of Tenant to do so. (3.2) Tenant agrees to inform all of his/her guests or visitors of the no-smoking policy and to require any guest or visitor who violates the policy to leave. Tenant is responsible for the actions of his/her guests and visitors. (3.3) Oregon laws prohibit smoking in any space "open to the public" such as the rental office of the Property or within 10 feet of the entrances or windows of such public space. Tenant agrees to comply with the applicable law and require his/her guests and visitors to comply also.
4. **OWNER/AGENT NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT:** Tenant acknowledges that Owner/Agent's adoption of a no-smoking policy, and the efforts to designate all or some of the Property as non-smoking, do not make Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the non-smoking portions of the Property. However, Owner/Agent will take reasonable steps to enforce the no-smoking policy. Owner/Agent is not required to take steps in response to smoking unless Owner/Agent has actual knowledge of the smoking and the identity of the responsible tenant.
5. **OWNER/AGENT DISCLAIMER:** Tenant acknowledges that Owner/Agent's adoption of a non-smoking living environment, and the efforts to designate all or portions of the Property as non-smoking, does not in any way change the standard care that Owner/Agent has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standard than any other rental property. Owner/Agent cannot and does not warranty or promise that the Property will be free from secondhand smoke. Tenant acknowledges that Owner/agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by tenants and tenants' guests. Tenants with respiratory ailments, allergies or other conditions relating to smoke are put on notice that Owner Agent does not assume any higher duty of care to enforce this Addendum than any other Owner/Agent obligation under the Rental Agreement.
6. **EFFECT ON CURRENT TENANT:** Tenant acknowledges that current tenants residing on the Property under leases/rental agreements signed prior to adoption of this no-smoking policy may not be immediately subject to this no-smoking policy. As current tenants move out, have current leases expire or enter into new leases/rental agreements, the no-smoking policy will become effective for them and their guests immediately.
7. **EFFECT OF BREACH:** Tenant understands and agrees with the conditions of this Addendum and that failure to adhere to any of the conditions of this Addendum will constitute both material non-compliance with the Rental Agreement and a serious violation of the Rental Agreement. In additional, Tenant will be responsible for ALL costs to remove smoke odor to residue upon any violation of this Addendum.

**This addendum is effective immediately.**

X _____	_____	X _____	_____
Tenant	Date	Tenant	Date
X _____	_____		
Owner/Agent	Date		



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**KEY ADDENDUM**

Tenant Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Tenant acknowledges receipt of the following keys on \_\_\_\_\_ of 20\_\_\_\_ for the above location.

\_\_\_\_\_ House Key

\_\_\_\_\_ Garage Door Opener

\_\_\_\_\_ Mailbox Key/ Unit \_\_\_\_\_ Box \_\_\_\_\_

\_\_\_\_\_ Main Entry Key to facility (if applicable)

\_\_\_\_\_ Additional: \_\_\_\_\_

If keys are not returned at the time tenant vacates unit, there will be a seventy-five dollar (\$75) charge for each key replacement and \$100.00 per garage door opener.

Resident understands that the keys issued are for Resident's use only. If keys are given to the recreation area to anyone other than those persons listed on the rental Agreement, the Resident will forfeit the right to use the recreational facilities.

\_\_\_\_\_  
 Tenant's signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Tenant's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Morris Hayden Property Management

\_\_\_\_\_  
 Date



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# Base Charge List

Tenant Names(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

The following Base Charge List represents a summary of general minimal charges which may be assessed for cleaning/repair/replacement, based upon the condition of the unit at move-out.

### PAINTING

Miscellaneous painting      \$ 45.00/hr

### CARPET/VINYL/COUNTERTOPS

Carpet cleaning                \$ 250.00  
 Carpet replacement         \$ TBD  
 Stains/burns/tears         \$ 100.00  
 Deodorizing carpet         \$ 150.00  
 Vinyl                             \$ TBD  
 Countertops                    \$ 100.00

### OTHER CHARGES

Keys not returned             \$ 75.00  
 Abandoned goods removal \$ 100.00  
 Abandoned goods storage \$ 100.00  
 Trash removal                 \$ TBD  
 Pest control                    \$ TBD  
 Carport damage                \$ TBD  
 Window screen repair        \$ 45.00  
 Excessive maintenance     \$ 65.00  
 (billed per hour)  
 Damage to septic system     \$ TBD  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

### CLEANING

Range/oven                     \$ 45.00  
 Drip pans & rings             \$ 30.00  
 Stove top & burners         \$ 40.00  
 Exhaust hood                 \$ 50.00  
 Refrigerator                  \$ 35.00  
 Sink                             \$ 65.00  
 Dishwasher                  \$ 15.00  
 Cabinet                        \$ 30.00  
 Wall                             \$ 75.00  
 Floor                            \$ 25.00  
 Toilet                          \$ 15.00  
 Tub/shower                  \$ 15.00  
 Window sill                  \$ 15.00  
 Window track                \$ 15.00  
 Mirror                         \$ 15.00  
 Vacuum                        \$ 15.00  
 Patio/balcony/storage      \$ 35.00  
 Garage                        \$ 40.00  
 Blinds                         \$ 45.00

### Walls

Damage per sq. ft.         \$ 25.00  
 Repair                        \$ 45.00/hr

### REPLACEMENT

Appliances                    \$ TBD  
 Drip pans & rings             \$ 30.00  
 Refrigerator shelves         \$ 35.00  
 Crisper                        \$ 70.00  
 Towel bars                    \$ 20.00  
 Paper holder                 \$ 20.00  
 Shower rod                  \$ 15.00  
 Tub surround                 \$ 200.00  
 Toilet seat                    \$ 25.00  
 Light globes                 \$ 45.00  
 Light bulbs (each)         \$ 3.00  
 Light fixture                 \$ 35.00  
 Mini-blinds                  \$ 25.00  
 Vertical blinds                \$ 45.00  
 Closet rod                    \$ 30.00  
 Ceiling fan                  \$ 150.00  
 Vinyl sliding door            \$ 100.00  
 Mirrored closet door        \$ 100.00  
 Window screen              \$ 45.00  
 Door screen                 \$ 45.00  
 Window screen              \$ 200.00  
 Door knobs                    \$ 25.00  
 Door locks                    \$ 25.00  
 Interior door                 \$ 70.00  
 Exterior door                \$ 200.00  
 Smoke alarm                 \$ 35.00  
 Carbon Monoxide Alarm    \$ 35.00  
 Garage door remote (ea)    \$ 50.00

**Actual charges are contingent upon damages and may be greater due to repairs or damages not listed, increased replacement cost, increased labor and/or material, etc. There will be no charge for normal wear and tear which will be taken into consideration in actual charges. Dirt is not considered normal wear and tear. This is not an all-inclusive list. You can be charged for cleaning, repairing and replacing items that are not listed.**

**I acknowledge receipt of the Base Charge List.**

X \_\_\_\_\_ DATE \_\_\_\_\_

TENANT

X \_\_\_\_\_ DATE \_\_\_\_\_

OWNER/AGENT

X \_\_\_\_\_ DATE \_\_\_\_\_

TENANT

\_\_\_\_\_ DATE \_\_\_\_\_