



541-610-2274

www.abspropertymanagement.com

328 NW Bond St. Suite 101-B, Bend OR 97701

RESIDENT/RESIDENT(S): _____

ADDRESS: _____

MONTHLY RENT: \$ _____ Move In \$\$ \$ _____

SECURITY DEPOSIT: \$ _____ \$ _____

: - Total due at or before move in.....\$ _____

Number of Keys: _____ GARAGE DOOR: _____ MAIL BOX: _____

TERM:

BY THIS AGREEMENT, made and entered into this _____ day of _____
 Between **ABS Property Mgt** hereinafter referred to as **Landlord** and _____ hereinafter referred to as
Tenant wherein the Landlord hereby leases unto said Tenant and said Tenant does hereby lease from said Landlord of said premises
 situated in **Deschutes County, State of Oregon** known as: _____

For use as a private single family dwelling for a term of 1 Year. _____

AFTER STATED ABOVE TERM IS COMPLETED, THE RENTAL AGREEMENT WILL GO MONTH TO MONTH, IF TENANTS CHOOSE TO MOVE A 30 DAY NOTICE IS TO BE GIVEN TO LANDLORD OR THE LANDLORD MAY GIVE 30 DAYS NOTICE TO TERMINATE RENTING THE PROPERTY.

Residents will return all keys, mail keys and/or garage door openers at time of move-out. If not returned, a daily rental amount will be charged until keys/garage door openers are received.

RENT AND LATE FEE IF RENT NOT RECEIVED:

Resident/Tenant agrees that the rent shall be **\$1,800.00** per month, due on the 1st day of each month to Owner or his authorized agent, at the following address, **ABS PROPERTY MANAGEMENT, 328 NW Bond St. Suite 101-B, Bend OR 97701**

In the event the rent is NOT paid on or before the date due in full after 12 PM of the 4th of each month the Resident/Tenant agrees to pay a late charge in the sum of **\$75.00**.

Resident/Tenant further agrees to pay a **\$ 25 FEE** for each dishonored bank check + any additional fees charged by the landlord's bank. All Rent must be paid by certified funds or cashier's check only, if rent is ever returned 'Non-sufficient funds'. **PLEASE DO NOT DROP OFF CASH UNLESS YOU GET RECEIPT IN PERSON. OWNER/AGENT WILL NOT BE RESPONSIBLE FOR LOST CASH.**

- Multiple late payments: The 3rd time the Resident/Tenant fails to pay the rent on or before the due date, at any time during the lease, this will warrant termination of the lease, forfeiture of deposit, and any other damages the tenant's breach of contract entails.

If lease has expired, the owner/landlord can raise the rent after giving 30 day's notice (ORS 0.240), as long as there has been no rent paid in advance. Additional considerations apply if tenant is on active military duty.

Money received by landlord from tenant shall be applied to tenant's account in the following manner:

1. *Outstanding dishonored check fees; late fees charged to tenant, legal fees if applicable, utility bills, damage to property if applicable, past due and current rent.*

Collection Agency Fees: If landlord chooses to use a collection agency to recover money owed from a resident, the resident agrees to reimburse the collection agency for their actual fee.

UTILITY BILLS

Resident/Tenant agrees and shall be responsible for the payment of any and all utilities. Resident/Tenant shall make arrangements at his/her expense to initiate service of utilities, no later than the first day of tenancy, and shall pay the utility expense in a timely fashion. Failure to comply strictly with the terms of this provision shall constitute a default and all rights and remedies shall accrue to owner thereon as provided by law.

1. Resident/Tenant shall be charged a \$50 late hookup fee or lease termination if utilities are not hooked up.
2. Resident/Tenant must notify owner/agent prior to obtaining telephone, cable, internet, or any other service. Resident/Tenant, Shall be responsible to any damage/repairs caused by utility companies.

UTILITIES MUST BE TURNED ON IN YOUR NAME PRIOR TO MOVE IN.

	Water	Sewer	Electric	Gas
Tenant:	_____	_____	_____	_____
Landlord:	_____	_____	_____	_____

YARD CARE:

- _____ Tenant maintains lawn and landscaping
- _____ Landlord maintain lawn and landscaping

- **IN ALL CASES WHETHER OWNER OR TENANT MAINTAINS LAWN AND LANDSCAPING; TENANT SHALL WATER ALL AREAS INCLUDING LAWNS, TREES, PLANTS, FLOWERS AND ANY AND ALL LANDSCAPE THAT IS ON THE PROPERTY USED EXCLUSIVELY BY THE TENANT AND OR GUESTS AT THEIR OWN EXPENSE.**
- **TREES, BUSHES AND SHRUBS MAY NOT BE REMOVED WITHOUT OWNER’S WRITTEN PERMISSION.**
- **ALL YARDS ARE TO BE KEPT FREE OF UNSIGHTLY CLUTTER AND JUNK. HOWEVER, TENANT MAY KEEP LAWN FURNITURE AND BBQ IN THE BACKYARD.**

GENERAL NEATNESS:

- **TENANTS MUST PROPERLY DISPOSE OF TRASH AND GARBAGE.**
- **USED MOTOR OIL, CHEMICALS AND OTHER NOXIOUS OR SMELLY SUBSTANCES MUST BE PROPERLY DISPOSED IN ACCORDANCE WITH CITY ORDINANCES.**
- **BICYCLES, TOOLS AND RECREATIONAL ITEMS SHOULD BE STORED PROPERLY.**

OCCUPANCY:

The premises shall be used as a residence with no more than 2 adults and 3 persons under the age of 18) and for no other purpose without the written consent of the Owner. Occupancy by guests staying overnight 10 days within a 6 month period will be considered a breach of this Rental Agreement unless Resident/Tenant obtains Owner’s written consent.

The premises shall not be used to run a home business without written approval of Owner.

Name	Breed	Size	License #
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PETS: _____

ENTRY AND INSPECTION

Resident/Tenant shall permit Owner or Owner’s agent to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective tenants or purchasers, or for making necessary repairs. Prior to the expiration of the rental term, Owner hereby reserves the right to affix a “For Rent” or “For Sale” signs on the premises.

1. Owner/Agent may enter premises without consent in any emergency.
2. Owner/Agent may enter premises at any reasonable time with 24 hour written notice.

EXTENDED ABSENCES BY TENANT:

Tenant will notify Landlord in advance if Tenant will be away from the premises for 10 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

ABANDONMENT

Abandonment shall have occurred if: (1) without notifying the Owner, the Resident/Tenant is absent for fifteen (15) days while rent is due and substantially all of Resident/Tenant's possessions have been removed from the premises. If Resident/Tenant abandons the premises, Owner shall have the right to enter and repossess the premises and attempt to rent the property at fair market value. Resident/Tenant shall be liable for the entire rent due for the remainder of the term, and/or the cost of re-renting the premises, including rent lost, the cost of restoration to the condition at the time it was rented, and reasonable fees for re-renting the property. If Resident/Tenant has left personal property in the premises, Owner shall remove and store tenants property and give Resident/Tenant notice of this action. Resident/Tenant may obtain such personal property from Owner by paying the reasonable moving and storage expenses, unpaid rent, utilities and damages arising as a direct result of Resident/Tenant's tenancy/occupancy and pay other damages of any type whatsoever which arise from any acts or omissions by Resident/Tenant. If Resident/Tenant fails to claim such personal property within thirty (30) days of notice, Owner shall make reasonable effort to sell the property left by the Resident/Tenant at its fair market value and set off the proceeds toward any amount the Resident/Tenant may owe Owner.

ASSIGNMENT AND SUBLETTING

Resident/Tenant **SHALL NOT ASSIGN OR SUBLET** any portion of the premises without prior written consent of the Owner.

It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory, each and every signatory shall be responsible for all provisions of this agreement, including the timely payment of the entire rent sums due Owner and payment of utilities.

MAINTENANCE, REPAIRS OR ALTERNATIONS

Resident/Tenant will : 1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Resident/Tenant took occupancy; 2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Resident/Tenant becomes aware; and 3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Resident/Tenant or Resident/Tenant's guests or business invitees through misuse or neglect.

Resident/Tenants has examined the premises, including appliances, fixtures, carpets, drapes and paint and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord/Tenant Checklist.

Resident/Tenant will immediately report specific signs of mold to the Owner/Agent, or conditions that may lead to mold, such as plumbing leaks and weatherproofing problems.

Resident/Tenant is responsible for changing the furnace filter and the batteries in the smoke detectors on a regular basis.

Resident/Tenant shall be responsible for the reasonable out of pocket cost of repair or replacement of damaged portions of the premises.

REPAIRS AND ALTERATIONS BY TENANT

Except as provided by law, or as authorized by prior written consent of the Landlord, Resident/Tenant shall not make any repairs or alterations to the premises, including painting, wallpapering or otherwise redecorating.

Resident/Tenant shall use reasonable care in the size of nails and hooks used to hang pictures. No nails driven into woodwork, doors, or cabinets. No anchor screws shall be put in any walls or ceiling. Resident/Tenants will be responsible for excess or oversized hardware.

Malfunctions/Tampering/Alteration: Resident/Tenant shall report immediately all malfunctions of equipment, failure essential services or need of repair. Resident/Tenant shall not tamper with the smoke detector, water heater, gas fireplace, refrigerator, locks entrance or hall doors, lights, irrigation controller, or other appliances.

1. Resident/Tenant shall be responsible for maintaining appropriate window coverings, i.e. blinds, curtains, and/or draperies, and shall not use window coverings such as sheets, towels, etc unless for temporary use.
2. Resident/Tenant will not, without Landlord's prior written consent, alter, rekey or install any locks to the premises.
3. Resident/Tenant shall be held responsible for the costs of cleaning and/or repair of any sewer or drains that have become blocked or impeded by the negligence of the Resident/Tenant or Resident/Tenant's agents, clerks, servants, or Resident/Tenant's visitors.
4. Resident/Tenant shall be responsible for damage caused by freezing or bursting of supply or waste pipes due to resident/tenant negligence. (remove exterior hoses from supply bibs and insulate supply bibs)

5. Resident/Tenant agrees that he will not put down sewer or drains the following items: throw-away diapers, cleansing tissues, cigarette butts, grease, oil, or any other item not intended for such disposal.
6. Resident/Tenant will report any leaking faucet/toilets immediately. If such arises, Resident/Tenant will be responsible for the repairs of wall, floors and other areas damaged by water due to Resident/Tenant not reporting water leakage in a timely matter.
7. If Resident/Tenant is locked out of unit, it is Resident/Tenant's responsibility for any costs of getting back into unit.
8. Resident/Tenant is responsible for all broken windows if tenant resident or guests have broken windows.
9. Resident/Tenant shall not cut firewood on any surface on the premises. Any damage to the floors, carpets or outdoor surfaces shall be repaired or replaced at the Resident/Tenant expense.
10. Resident/Tenant shall not stack wood against the exterior of the home
11. Resident/Tenant will use cutting board not kitchen counters for cutting or chopping food. Any damage to kitchen cabinets shall be repaired or replaced at Resident/Tenant expense
12. Posters/Signs/Decals; Resident/Tenant are not to affix any decal, poster, or signs to the interior or exterior of the premises. No signs of posters may be placed in the yard area without written permission of the owner/agent.

OWNER/AGENT IS NOT RESPONSIBLE FOR NORMAL/SEASONAL PEST CONTROL SUCH AS ANTS, SPIDERS, ETC. IF RESIDENT/TENANT FINDS A PEST PROBLEM, THEY SHOULD IMMEDIATELY CONTACT A PEST CONTROL COMPANY AT RESIDENT/TENANTS EXPENSE.

APPLIANCES

The premises are rented with appliances.

Refrigerator Dishwasher Drapes/Blinds Range
 Garbage Disposal Microwave

If any of the appliances provided do not work properly; please contact ABS Mgt to arrange to get it repaired. If it is determined no fault of the tenant by the licensed technician, Management will pay for the repair, if it is determined by the licensed technician that the repair needed was lack of care from the tenant, the cost of repair/ or purchase is the tenants responsibility.

VIOLATING LAWS AND CAUSING DISTURBANCES

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to 1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; 2) commit waste (severe property damage); or 3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident. **Owner/Landlord has the right to immediate eviction of resident/tenant for any illegal activity on the premises.**

POSSESSION OF THE PREMISES

- a. Tenant's failure to take possession;
If after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
- b. Landlord's failure to deliver possession;
If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

LIABILITY OF TENANT

Resident/Tenant shall be responsible for any personal injury or property damage caused by Resident/Tenant, Tenant's agents, clerks, servants, invitees and visitors, and property damage caused by the overflow or escape of water, steam, gas or any other substance resulting from any intentional act of negligence of Resident/Tenant.

The Owner and Landlord shall be released from Liability arising from the loss, damage, or injury to the property of Resident/Tenant, invitees, and any other person, caused by fire or other casualty for which insurance is carried by the Resident/Tenant, under a policy which permits waiver of liability and waives the insurer's rights of subrogation, to the extent of any recovery by the injured party under the policy.

Tenant(s) is solely and fully responsible for maintaining premises in a safe manner including sidewalks and access ways to apartment/home. Tenant(s) also responsible for maintaining batteries in smoke detectors and/or carbon monoxide detectors (if applicable) and should test every 90 days. Tampering with either detector could result in a fine of \$250.00 per occurrence.

INSURANCE COVERAGE

Resident/Tenant acknowledges and understands that Owner's fire, hazard, and liability coverage for injury or damage to persons or property, both real and personal, does not extend to or on behalf of the Resident/Tenant. **Therefore, Owner requires that Resident/Tenant obtain his/her own insurance coverage against such risk. Tenant's insurance policy needs to include liability insurance.**

VALIDITY OF EACH PART

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

GROUND FOR TERMINATION OF TENANCY

The failure of Resident/Tenant or Resident/Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law, and forfeiture of the Security Deposit held by the Landlord.

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

SECURITY DEPOSITS WILL NOT BE USED FOR THE LAST MONTHS RENT

You must notify your Landlord in writing within 4 (four) days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your Landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

Landlord acknowledges receipt of _____, as a security deposit for the performance by the Resident/Tenant of the terms of the Agreement. Landlord may use the security deposit for the following purposes:

Reimburse the Owner for actual damages to the rental unit that is the direct result of intentional or negligent conduct of Resident/Tenant.
Pay the Owner for all rent in arrearage under the Rental Agreement, rent due for premature termination of the Rental Agreement by the Resident/Tenant and for utility bills unpaid by the Resident/Tenant.
Any additional costs incurred because of Tenant defaulting from this contract. Ie. Subletting unit

A "Security Deposit" is to encourage Tenant to live up to the Rental Agreement and will be forfeited if Rental Agreement has defaulted by Tenant.

PENALTY:

If tenant breaks the lease / moves out prior to the expiration date of the rental agreement, tenant will pay a _____ (1.5 times the rent) non refundable fee for default of the rental agreement. If the tenant does not pay this amount, management will deduct from the security deposit for reimbursement.

CARPETS: PROFESSIONALL STEAM CLEANED BY TRUCK MOUNTED STEAM CLEANER. YOU MUST PROVIDE A RECEIPT TO US FROM A PROFESSIONAL CARPET CLEANING COMPANY. LANDLORD MY DEDUCT THE COST OF CARPET CLEANING REGARDLESS OF WHETHER THE TENANTS CLEAN THE CARPET BEFORE DELIVERING POSSESSION IF CARPTS HAVE NOT EEN CLEANED TO LANDLORDS STANDARD. CONTACT LANDLORD FOR A PREFERRED LIST OF VENDORS.

LANDLORD PEFERS: Padre Carpet Care: 541-788-2495

Your security deposit is held by ABS PROPERTY MGT, whose address is: 328 NW Bond St. Suite 101-B, Bend OR 97701 (541) 610-2274. Security deposit shall not, under any circumstances, be applied by Resident/Tenant for payment of the final month's rent or any other rent or obligation of Resident/Tenant under this Agreement without the express or written consent of Owner. In the event of sale or lease of the premises, the Owner shall have the right to transfer the security deposit to a new Owner and the previous Owner shall be released from any liability for the return of same. Resident/Tenant shall look solely to the new Owner for the return of said security deposit. Resident/Tenant shall not assign or encumber the security deposit described herein.

**30 DAY WRITTEN NOTICE REQUIRED, TO TERMINATE 1 YEAR LEASE WITH EARLY TERMINATION FEE \$2700.00
30 DAY WRITTEN NOTICE REQUIRED, TO TERMINATE MONTH TO MONTH LEASE;**

PARKING, VEHICLES AND MAINTENANCE

1. Vehicles must be operable.
2. No changing of oil or working on the vehicle on the premises.
3. RV's, Trailers or boats are not allowed without written permission from the Landlord/owner.

****PLEASE RETURN CHECK IN/CHECK OUT REPORT BY THE DATE STATED ON THE FORM. IF NOT RECEIVED BY THAT DATE; I WILL ASSUME THE DWELLING IS IN PERFECT CONDITION AND ANY DAMAGE SEEN UPON MOVEOUT WILL BE YOUR RESPONSIBILITY.**

The undersigned tenant hereby acknowledges receipt of a copy hereof.

Dated; _____

Andy Slaybaugh
ABS Property Management

Phone # (541) 610-2274

Resident/Tenant

Phone # _____

We take care of items that wear out or lose their life under normal wear and tear. It is our desire to get the home back in the same condition that it was in when it was occupied by you.

FINAL WALK THRU: ITEMS TO REMEMBER TO CLEAN:

NOTE: Property has been rented by current tenants for a minimum of 12 months. Rent has been paid in full and on time or penalties have been paid for all months rented. The deposit will be applied first to Short Term Turn Over in its entirety if applicable, then towards: Damage, Cleaning and Security. The tenant will be liable for additional costs not covered by the deposit.

- As stated in the lease, **carpets are to be professionally cleaned** with proof of receipt upon move out. Please **vacuum** prior to carpet cleaning. (Carpets to be steam cleaned by truck mounted steam cleaner)
- **Mop** all areas such as linoleum/tile.
- **Sweep** off back patio (if applicable) pull **weeds and mow** front/back lawn.
- If applicable: Clean all **pet** feces.
- **Clean windows**, window tracks and blinds must be wiped down and clean.
- **Bathrooms:** Clean toilet and bottom base of toilet, sink, bathtub/shower, mirrors, counter tops, wipe out drawers and cabinets, mop floor. Including removal of all calcium and soap build up and remove any mold/mildew.
- Wipe down **baseboards**; wipe out all drawers, cabinets and shelving. Don't forget to wipe down the **molding above doorways and front and back of each door.**
- Change **filters** and wipe down the filter vent and **vents/fans in bathrooms.**
- **Kitchen:** Clean refrigerator, sink, oven, and microwave, wipe down all shelving in cabinets and drawers. Clean top of refrigerator. Clean the lining inside the dishwasher. Clean or purchase new **drip pans** if you have electric oven burners. Wipe down Range Top/Hood/Filter. Clean behind the refrigerator and oven/range.
- All **light bulbs** are to be working, don't forget the light above the oven/range. Wipe down all lights/fixture in all rooms so they are free of dust.
- If applicable: no holes in **screens.**
- All plumbing fixtures cleaned
- If applicable: **washer/dryer** is to be wiped out. Clean behind washer/dryer.
- If applicable: Clean **fireplace** of all debris. Please remove all trash from unit.
- Move back all heavy appliances such as oven, washer/dryer/ refrigerator and clean behind the appliances.
- Patch all small holes
- Ceilings and Walls cleaned and free of cobwebs.
- Exterior lights and corners cleaned of cobwebs
- Sweep and clean out the garage
- All final utility bills paid.
- Property is returned to owner/manager with no damage of any kind.
- All trash, garbage and personal property/ possessions removed from premises.
- All keys and remote controls returned.

Non compliance will result in appropriate deduction from Tenant's Security Deposit. Cleaning is billed at \$30.00/hr, general maintenance at \$35/hr and materials are marked up 20%.

TENANTS SIGNATURE: _____

TENANTS SIGNATURE: _____