

Estes Properties, LLC
1750 Loy St.
Cornville, AZ 86325

Rental Contract

Office hours
10:00 AM to 4:00 PM
Mon. Through Thursday
(928)202-8125
Local agent for Hammond 4-plex
Buch Ruff (503) 440-2404

Rental agreement between:

_____ DL # _____ *contact phone # _____
(Tenant)
_____ DL # _____ *contact phone# _____
(Tenant)
_____ DL # _____ *contact phone# _____
(Co-signer)

*Maintaining a tenant contact phone number at all times is a mandatory condition of this agreement.

*Notify our office within 24 hours of any contact phone number changes or disconnections.
Tenant initial here

And Estes Properties, LLC

Unit Address: _____ City/State/Zip _____

Non-refundable Application\$ 35.00 applies toward 1st mo rent if approved
First Months Rent (pro-rated if move in after 1st).... \$ _____
Last Months Rent\$ na
Conditionally Refundable Security Deposit\$ \$450.00
Minimum Key/Lock change charge.....\$ _____
Non-Refundable Pet deposit (\$200.00 if pet apvd) ..\$ _____
Total due and payable before move-in.....\$ _____
Tenants paid with..... CHECK or CASH (circle one)

Monthly rent: mail check or money order payable to: (Do not send cash)

Estes Properties, LLC
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or pay on line at www.estespropertiesonline.com
scroll to bottom - go to Residential Tenant page

- tenant(s) agree to pay water/sewer/garbage and is not included in the rent. Tenant(s) initial _____
- tenant(s) agree to pay electric and is not included in the rent. Tenant(s) initial
- tenant(s) agree to pay gas/propane and is not included in the rent. Tenant(s) initial
- tenant(s) agree to maintain yard and is not included in the rent. Tenant(s) initial

Tenant pays all utilities except _____ Water /Sewer/Garbage _____

TENANTS AGREE to pay rent for the property on a month-to-month basis starting-Date: _____

The agreed monthly rental rate shall be: \$ 715.00 per month and shall be
due and payable in advance on the FIRST (1st) day of every calendar month.
(RENT DUE DATE)

TENANTS AGREE to give owner thirty (30) days written notice to vacate property. Tenants further agree to rent property for a minimum: check one month to month 6 month one(1)year

TENANTS AGREE to pay an advance a conditionally refundable cleaning/security deposit which is refundable if property is left clean and undamaged and if 30-day written notice to vacate property is given. Advance cleaning/security deposit for this property is \$ 450.00. Owners will refund deposits within thirty days after all keys to property have been returned: see tenant check out list on our web site. If any deposit funds are withheld, owners will provide an itemized statement showing their

disposition. Tenants agree to forfeit all advance deposits if tenancy is less than one (6) months unless otherwise specified under Special Agreements, below. After 6 months agreement is month to month.

TENANTS AGREE to pay a **late charge of \$50.00** in addition to rent due if rent is not paid within five (5) days of rent due date. Example: rent due date is on the first (1st) – a late charge is due if rent is paid on the 6th. Rent is considered “paid” on the date received (not mailed) by our office or confirmed as deposited if using the on line deposit option. The late pay grace period is a financial grace period only to allow tenants to make arrangements to pay rent late in emergency circumstances with out being charged additional fees for a reasonable period of time. If rent is received after the first day of the month, tenants rent will be recorded as “late” on the permanent record. TENANT INITIAL HERE

TENANTS AGREE to pay a \$50.00 additional service charge on all returned checks.

IT IS FURTHER UNDERSTOOD THAT TENANTS are responsible for any losses to their personal property while living at this rental location. It is agreed between the parties, that all tenants’ personal property shall be the responsibility of the tenant only – Owners are not in any way obligated to protect or guarantee losses of personal property. This is agreed by the undersigned parties to this agreement.

It is agreed that only the individuals and pets listed on the application may reside at this address. Any individual staying at this address over 7 days per month must submit an application and be approved prior to residing in the unit.

TERMS AND CONDITIONS

TENANTS AGREE TO ABIDE BY AND COMPLY WITH THE FOLLOWING REGULATIONS:

1. Pay Rent. Tenants agree to pay all rents on time.
2. Be law and rule abiding. Tenant agrees to:
 - a. Comply with all rules and regulations adopted pursuant to law and to this contract.
 - b. Do not permit any acts to be done on said premises which violates any law or rule or regulation.
3. Communication with office. Stay in contact.
 - a. Tenants agree to maintain a contact phone number during the duration of contract and to inform owner/agent of changes in contact phone numbers within 24 hours of any changes. Tenants understand that direct communication with the owner may be important from time to time and agrees to respond within 24 hours to a request to make contact with owner/agent. Tenant understands that communication and contact are terms of this agreement.
 - b. Tenant shall not terminate this rental agreement without a 30 –day written notice.
 - i. 30 day notice form available at www.estespropertiesonline.com/residential
 - c. Tenants will not unreasonably withhold consent to the owner/agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, or to show the unit to prospective buyers or tenants.
 - d. Tenants will not transfer their interests in this agreement or sublet the premises without permission of owner/agent.
 - e. Tenants agree to allow no other person/persons to occupy unit or property other than persons listed on the application without approval of owner/agent. Permission is required if any guest remains over seven (7) days.
 - f. To notify the owner/agent of any anticipated absence from the premises in excess of seven days, no later than the first day of the absence.
 - g. No pets, aquariums, waterbeds, pianos or organs are allowed without the written consent of the owner/agent.
4. Be a good neighbor.
 - a. Keep noise levels low so as to not disturb tenants or neighbors peaceful enjoyment of the premises.

5. Maintenance and Curb appeal

- a. Tenants are responsible for plugged up drains in kitchen and bathroom sinks, plugged up toilets, broken windows, damaged appliances, damaged carpets and/or window coverings and generally all leased property which becomes damaged or non-working during the term of tenancy. This provision is not intended to cover normal wear and tear to the property. Expense or damage caused by stoppage of wasted pipes or over-flow of bathtubs, toilets or wash basins must be paid by the tenant as well as any damage to the building or furnishing other than ordinary wear and tear.
 - b. Tenants shall report leaks immediately: defective faucets, sinks, roofs, etc.
 - c. **Tenants agree to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities or appliances on the premises.**
 - d. Do not overload electrical outlets. Expansion outlet adapters are not allowed. Electrical overloads resulting in electrical repair costs caused by tenant overloading outlets will be billed to tenant.
 - e. Do not alter apartment/home or property without prior written permission of Owners; including painting and deck guard rails.
 - f. Do not tack or post signage to-in-or- on doors or in windows.
 - g. Do not use sheets, tinfoil or posters in windows or as window coverings. Do not make alterations to provided window coverings unless pre-approved by owner/agent.
 - h. Keep all areas of property in good condition. This includes keeping apartment, yard and patio clean, sanitary and free of used furniture, appliances, car parts, garbage and any items that are not appropriate for yards and patios.
 - i. Tenants are responsible for all damages to furnishing or premises caused by their negligence. Tenants must notify owner of damages immediately and pay for all repairs from any damages caused by Tenants, their children, pets, cigarette smoke including smell, stains or burns, and guests.
 - j. Tenant shall take particular caution against cigarettes and other fire hazards. Tenant shall not store inflammable or hazardous material.
 - k. Tenants shall not destroy damage, deface, add to or remove any part of the premises or permit any person to do so. Tenants assume all liability for damages other than normal wear and tear.
 - l. **No smoking is allowed inside the property at any time.** Cigarette butts must be disposed of safely and may not accumulate in any location on the property. I.e.: cigarette butts may not accumulate in ashtrays or cans on porches, driveways or garages
6. Automobiles: Do not make auto repairs on property if such repairs take longer than a single (1) day. Repairs may be made inside enclosed garage. Do not store auto parts or auto tires on property exterior. Parking space is limited – only vehicles listed on your rental contract are allowed consistent parking privileges. Unauthorized vehicles will be towed at the tenant's expense.
7. Special provisions:
- a. Do not use any nails, tape or stick on's on walls with wall paper. Use only small nails on walls that do not have wall paper
 - b. All light fixtures must remain in place. Do not remove globes and/or shades.
 - c. Tenant agrees to clean walls and floors of pet stains and must leave carpet, flooring and walls free of pet smell upon move out.
 - d. Tenant agrees to replace any damaged floorings caused by tenant or pets.

Please keep your apartment clean and functioning. If you break a non-essential item you are still responsible for it. Please replace the item with the same item that was broken. Estes Properties does not permit permanent decorative changes (unless discussed, approved and in writing) to apartments.

Replacement costs of non-essential items damaged or removed by tenant:

Doors	\$195.00
Closet doors	\$265.00
Light globes	\$ 45.00
Light pull string:	\$ 20.00
Window Shades	\$ 60.00
Light bulbs	\$ 5.00 ea
Smoke alarm	\$ 60.00
Window (broken)	At replacement cost.
Carpeting	At replacement cost
Paint color changed	At replacement cost

Replacement item fees will be assessed annually during property inspections. These items or other items that are basic and functioning at the beginning of each rental agreement must be kept in good working order by the tenant. Management requires that the items listed above are in place at the time tenant takes possession of the unit. Once the unit is occupied the upkeep of such items are required in this agreement. Tenant will receive a 72 hour notice to fix or replace these items, If tenant does not fix items in 72 hours management will bill the tenant for replacement costs and replace them in a timely manner after tenant has paid the assessed fee. Collection of the assessed fee will allow management to pay for said item and labor. If items are not fixed or replacement fees are not received from tenant, a move out notice will be served.

8. EMERGENCY CONTACT: your current phone number must be on file at Estes Properties office at all times. Estes Properties office number is (928) 202-8125.
9. Safety, Security and noise
 - a. Doors of tenants' dwellings should be kept locked. Tenant shall notify owner/agent in writing if locks fail to operate. The owner will not be liable or responsible in any way for loss or damage to articles or property belonging to tenant. Tenant should maintain fire and theft insurance for his/her personal property.
 - b. Tenant agrees to use the premises only as a dwelling. Disorderly conduct shall be grounds for notice to vacate dwelling and terminate this agreement. Tenant shall restrict sound and noise to a reasonable volume. Children will not be permitted to play in halls, stairways, or entrance of buildings or in gardens or landscaped areas or closed to edge of the hill. Tenants and their guests shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of the premises.
 - c. Tenant agrees to be responsible for testing any smoke alarm and reporting in writing any malfunction to the owner/agent. The tenant certifies that the owner/agents has instructed him/her in the operation of the smoke detector(s) and acknowledges receipt of instructions for testing.
 - d. Tenant agrees to report immediately in writing all malfunctions of equipment, failure of essential services for need for repair. Tenant shall not tamper with the furnace, refrigerator, **locks**, entrance of hall doors, lights or other appliances, or make any alterations of any nature on or to the premises without the written consent of owner/agent.
 - e. Owner/agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the premises arising out on any accident, act of god or

occurrence beyond the control of the owner/agent. The tenant shall be limited to the rights and remedies specified in ORS 91.805.

10. Move out specifics: (tenant check-list provided at www.estespropertiesonline.com/residential)
 - a. Any goods, chattels, 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 by Oregon Law.
 - b. **Security Deposit will be returned in full within thirty days of the receipt of move-out notice checklist received and provided the apartment is left clean, in good repair and all rent is current. Damages, cleaning charges, key fees and unpaid rent will be deducted from the security deposit.**
11. Washer and dryers are not allowed in the apartment. Coin-op laundry is located on site.
12. Owner is ____ or is not responsible for the maintenance and upkeep of the grounds associated with the property.
13. Tenant is or not ___ responsible for the maintenance and upkeep of the grounds associated with the property.
14. (1 or _____) Number of parking spaces are provided for tenants. [REDACTED]

Initial

Pamphlet on lead poisoning prevention 24/7 access located at www.estespropertiesonline.com

Lessor's Disclosure

_____ **Known lead-based paint and/or lead-based paint hazards are present in the housing.**

[REDACTED] **Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**

Lessee's Acknowledgement

[REDACTED] **Lessee has received copies of all information listed above.**

On line at www.estespropertiesonline.com/residential

[REDACTED] **Lessee has received the pamphlet Protect your Family from Lead in Your Home. (online)**

OWNER/AGENT'S TERMINATION RIGHTS

1. The owner/agent may terminate tenancy at any time, with or without cause, upon giving tenant not less than 30 days' prior written notice.
2. If rent is 7 days in arrears, after 72 hours' written notice, the owner/agent may immediately terminate tenant's occupancy and take possession of the premises and remove tenant, those claiming through tenant, and all possessions thereof.
3. If the tenant, or someone in tenant's control or the tenants pet threatens to inflict or actually inflicts personal injury upon the owner/agent or any other tenant, intentionally inflicts any substantial damage to the premises or commits any act which is outrageous in the extreme, a 24-hour notice of termination may be delivered to tenant.
4. Nothing in this agreement shall limit the right of an owner/agent to terminate this agreement as provided by the Residential Landlord and Tenant Act.
5. The owner/agent may increase rent or change tenant rules or the terms and conditions of this agreement with 30 days' written notice to the tenant.
6. All notices to tenant shall be valid if mailed to tenant to the address of the unit rented herein, or by posting notice on the front door thereof.
7. If electric bill exceeds \$175.00 then the owner has the right to charge tenant 50% of the amount over \$175.00. (This provision applies if electric utility is paid by owner)
(Electric and gas not included in most rentals. Check your contract before you sign)

Fees Lessee will be charged for in the event of:

Preparation, handling and mailing of rent reminder/late notices \$ 35.00. Reminder notices are mailed on the 6th of the month. This is in addition to the late fee if rent is not received by the 5th.

Returned check NSF \$ 50.00 base fee. In addition, Tenant agrees to pay owner/agent an amount equal to \$100.00 or triple the amount for which the check, draft or order is drawn (whichever is greater), as specified in ORS 30.700 "Procedure to Recover Damages on Dishonored Checks."

Document preparation and service of the 5-day notice \$100.00

Lessee's account sent to attorney for Forcible Detainer judgment \$250.00

Each Writ of Execution prepared for service by a constable \$150.00

KEYS :

Tenant agrees to pay owner/agent a \$35.00 fee to bring key to unit if tenant is locked out.

Re-keying cost as a result of Writ \$150.00

Re-keying cost as a result of **tenant unapproved change of lock \$250.00 and will be billed at any time the local agent determines the lock has been changed. TENANT INITIAL**

Lock changes are not approved to allow emergency and 24 hour notice access if necessary for repairs.

The parties hereto have executed this agreement by affixing their signature below:

By: _____
(owner/agent)

_____ (primary tenant)

_____ (co-tenant 18 yrs or older)

_____ (co-tenant 18 yrs or older)

Agent instructions for application:

Please fax full application to ESTES PROPERTIES at (928) 496-2018.

Do not fax to tenant data directly (used to be ACS).

Our office will forward to tenant data and use the application to verify employment and check previous landlord references and phone contact communications. We need the application to do this.

Once you have faxed the application to us you should have an answer for the tenant in 10 minutes to 2 hours. Depending on the response time from previous landlords.

Note: previous landlord references that are relatives or parents will not be used if tenant lists them. If the tenant has been living with relatives other references may be requested.

Agent instructions for rental agreement:

Agent fills in all GREY highlights.

Have tenant read agreement fully.

After the tenant has read the agreement review all **YELLOW** highlights and have **tenant initial**.

Have all tenants sign agreement that are over 18 years of age

Sign and date agreement.

Mail all copies of the original agreement to Estes Properties.

Our office will file the original and mail the tenants copy to them with in two weeks. This will allow us to check that the tenant is receiving mail properly and give us a second opportunity to check that their contact phone number on file is allowing us to communicate with the tenant. The copy agreement will serve as the tenant receipt unless they request an additional receipt.

Deposit funds.

For agent use only: do not give to tenants.
Use to fill in full address on agreement.

Rental addresses:

320 Silverside, Hammond OR 97121 (big unit in back) – Available

310 Silverside, Hammond OR 97121 (smaller unit next to laundry) - Rented

315 Russell, Hammond OR 97121 (front unit adj to old brick guard house) - Rented

325 Russell, Hammond OR 97121 (front unit with wheel chair access) - Rented

242 Columbia Unit B, Astoria OR 97103 (lower unit with garage and back yard access) - Available

242 Columbia Unit A, Astoria OR 97103 (upper unit, side entrance, no garage or yard access)- Rented