LANDLORD: **MALLARD PROPERTIES**
TENANTS: **ABC** _____
ADDRESS OF UNIT: _____ Eugene, OR, 97401 (the "Premises")
TERM BEGINS**:** **ABC**, 20**27 ;** ENDING DATE **ABC**, 20**28 .**
RENTS DUE IN ADVANCE ON THE **1st** DAY OF EACH MONTH: $ **000.00** per month.
If applicable: renewal rent rate effective as of: **.**
INITIAL PAYMENTS DUE NOW: $**00.00** Full Security deposit
(**00 / 0 /00** - **00 /00 / 00**) $**000** First month rent (prorated if partial month)
Deposit to Hold Premises: ($**00.00**) (to be credited to security deposit at commencement)
TOTAL DUE NOW: $**00000**
MAKE ALL PAYMENTS TO: Lewis DeGeneault, 1953 Garden Avenue, Eugene, OR 97403
FEES PAYABLE BY TENANTS FOR EACH VIOLATION, in addition to any other sums due under this Lease:
Late fee, if rent is not received by midnight, end of day, on 4th day of the rental period: **$75.00**.
Smoke alarm and carbon monoxide alarm tampering fee: **$250.00**.
Dishonored check fee: **$35.00, plus amount charged by bank**.
Violation of a written pet agreement: **$50.00**.
FEES FOR SECOND OR SUBSEQUENT NONCOMPLIANCE AFTER WARNING NOTICE W/IN A YEAR:
Failure to clean up garbage, rubbish, pet waste or other waste: **$50.00**.
Parking violation or other improper use of vehicle: **$50.00**.
Smoking in designated nonsmoking unit or area: **$250.00**.
Keeping unauthorized pet on the premises capable of damage: **$250.00**.
Late payment of utility charges or fees owed to the landlord: **$50.00**.
THE FOLLOWING PERSONAL PROPERTY IS PROVIDED BY LANDLORD (check items):
☑ range; ☑ dishwasher; ☑refrigerator; ☑ garbage disposal, including plug and wrench; ☐ mini fridge;
☑ drapes/blinds; ☑ washer; ☑dryer; ☑ microwave;
☐ other:_____.
UTILITIES AND SERVICES ARE PAID BY ("L" for Landlord; "T" for Tenants):
T electricity; T water; T sewer; L garbage; T cable; n/a gas; T internet ;
T other: Phone, etc._____;
the following charges are apportioned between Tenants and others upon the following basis:
_____; These Utility or Service Charges are allocated equally among all Tenants.
These Utility or Service Charge for common areas are for the benefit of all Tenants and Owner/Agent. The Utility or Service Charge does not exceed the amounts billed to Owner/Agent by the provider.
Tenant may inspect the utility service and provider's bill to Owner/Agent from 10:00 A.M. – 11:00 A.M., 1:00 P.M. – 4: 00 P.M., at _____, or at other reasonable times by calling Owner/Agent at _____. Tenant may also obtain a copy of the Utility Service and Provider's bill to the Owner/Agent by making a request to Owner/Agent in writing during the inspection and upon payment to Owner/Agent for the reasonable costs of making copies of $1.00 per page.
TENANT SHALL PROMPTLY PLACE ALL UTILITIES AND SERVICES FOR WHICH TENANT IS RESPONSIBLE IN TENANT'S NAME AND MAINTAIN THEM IN TENANT'S NAME FOR THE ENTIRE LEASE TERM.
[***Tenants' initials*** *acknowledging the foregoing paragraph: _____ _____ _____ _____ _____]*

YARD CARE: Landlord will perform all lawn and landscaping care, and may enter the area outside the dwelling unit for that purpose without prior notice.
DISCLOSURE OF SMOKING POLICY (check all that apply):
☑ Smoking is NOT allowed anywhere on the entire Premises.
☐ Smoking is NOT allowed:
□ Inside the unit.

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□ Outside within feet of windows, doors and air intake units.
□ Outside on porches, patios and yards adjacent to the units.
☐ In other areas: .
☐ Smoking IS allowed on the entire Premises.
☐ Smoking is NOT allowed anywhere on the Premises, except designated smoking areas.

NOTICES MAY BE SERVED ON LANDLORD AT: by mailing at 1953 Garden Avenue, Eugene, OR 97403, and by posting/attachment in a secure manner to the front or main entrance door of 1953 Garden Avenue, Eugene, OR 97403.

Landlord leases the Premises to Tenants and Tenants lease the Premises (reference on page 1, to which includes common areas as designated by Landlord, subject to limitations in this Lease) from Landlord upon the terms and for the period stated above and further described below. If the specified ending date for the fixed term falls within the first year of occupancy, this Lease will terminate upon landlord's 30-days' notice, as of the ending date, or 30-days prior to the date designated in the notice, whichever is later (or if the Premises is located in the city of Eugene 90-days' notice per Eugene City Code 8.425), to the extent provide by law. Tenant may terminate the Lease with 30-days' notice, as of the ending date, or to the extent permitted by law. Tenants will pay rentals, in advance, on or before the due date each month stated above, in the amount stated above, with rentals for any partial month pro-rated on a daily basis. This agreement will not be effective until the above initial payments are paid to and received by Landlord in full, including any deposit required.

Tenants' security deposit may be applied to remedy any default in performance of the terms of this Lease by Tenants (including but not limited to non-payment of rent and all other sums owed by Tenants under this Lease), carpet cleaning (if professionally cleaned prior to move in), to repair damages to the Premises which are the responsibility of Tenants, and loss of use of the Premises during the performance of repairs or cleaning which the tenant is responsible. If there are more than one tenant, all tenants will be jointly and severally liable for any defaults of the Lease. If such amounts exceed the security deposit, Tenants shall be responsible, jointly and severally, for all amounts in excess of the security deposit. If Tenants abandon or relinquish possession of the Premises before the end of the term of this agreement, the Landlord may charge an early termination fee of up to one and one-half the monthly rent or actual damages as determined by the landlord in their sole discretion, as stated below will be charged to Tenants, or as provided by applicable law.

TENANTS FURTHER AGREE:

1. **Payments.** To pay the rent due no later than the first (1st) day of every month, in the form of a check, cashier's check, or money order payable as stated above, to the address above; provided, that Landlord may from time to time designate another payee and address for such payments. Alternatively, if Tenants so elect, rents may be paid by electronic funds transfer, if Tenants complete a separate agreement in a form approved by Landlord for payment by such means. **Each Tenants is responsible for all rents and other charges due under this Lease**; rent must all be paid at once in the form of one payment, from a tenant, unless previous arrangements have been made in writing; Landlord is not required to accept separate payments from individual Tenants or partial payments of rent. Any rent not tendered by midnight on the fourth day of the rental period will be subject to a late charge as provided above; any dishonored check shall be treated as a sum not paid if not remedied prior to midnight on the fourth day of the rental period. In addition, any dishonored check shall be subject to a dishonored check fee as stated above. If any check presented to Landlord by or on behalf of Tenants is at any time dishonored by any financial institution for any reason, Landlord, in Landlord's discretion, may require, by written notice to Tenants, that all or part of subsequent payments by or on behalf of Tenants be in the form of cashier's check, certified check or money order. Such notice by Landlord shall be effective immediately upon delivery to any one of Tenants, or three days after mailing by first

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class mail, whichever is sooner. Tenants shall also pay when due all electric, gas, utility, cable/internet, water, sewer and other charges payable in connection with the use of the said Premises during their tenancy; and agree to pay a late payment of utility fee as set forth above if any such sums due to Landlord are not timely paid.

2. **Actual Damages or Early Termination of Lease**. If this tenancy is for a fixed term, upon any failure of Tenants to occupy the unit for the full term, for any reason other than as provided in ORS 90.453(2), 90.472 or 90.475, Landlord may charge Tenant or Tenants, joint or severally, one or more of the following: 1) all rent, unpaid fees and other non-rent charges accrued prior to the date that Landlord knew or reasonably should have known of the abandonment or relinquishment of the unit; 2) all damages relating to the condition of the unit; 3) an early termination fee in the amount set forth in this Rental Agreement, one and one-half month's stated rent. The early termination fee and not rent and is due on the earlier of the date Tenants give notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this Rental Agreement. At landlord's option, if the Tenants has not given Landlord at least 30 days written notice of intent to terminate and paid rent through the termination date, Landlord may elect to recover from Tenants, instead of the above amounts, all actual damages resulting from the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rented and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement; damages related to the condition of the unit, and interest on all amounts at the statutory rate. Any additional security deposit received, even if the pet is no longer at the property will be refunded after all tenants have moved out.

3. **Other Occupants.** Not to allow any person other than the named Tenants to occupy or reside at or in the Premises without Landlord's prior written consent, and not to allow any guest to remain for more than 7 consecutive days and/or nights, or a total of 14 nonconsecutive days and/or nights in any one year.

4. **Assignment, Sublet, Alterations, Use as Dwelling Unit.** Not to assign or transfer any interest in this Lease, or to let or sublet the whole or any part of the said Premises, or make or permit any alteration thereof, or use the Premises for any other use than as a dwelling unit. Provided, that Tenants, at Tenants' expense, may make reasonable modifications to the Premises to accommodate Tenants' disability upon written approval of the same by Landlord. Tenants agree to restore the Premises upon termination to the condition existing before such modification.

5. **Rules, Regulations.** To comply with all rules and regulations provided to Tenants by Landlord in connection with the said Tenancy, whether provided to Tenants herewith, or at a later date or by posting upon the said Premises, all of which are by this reference made a part hereof. Tenants acknowledge receipt of a copy of Landlord's current rules and regulations.

6. **Violation of Law, Disturbance of Neighbors.** Not to permit any act or condition on the Premises which violates any federal, state or local law or any act or omission that disturbs or interferes with any neighbor's peaceful and quiet enjoyment of their premises, not to use or permit the use of the Premises for any illegal purpose, and not to perform any car repairs or overhauls on the Premises, including minor maintenance such as an oil change; **disorderly conduct, shouting, yelling, excessively loud voices (particularly including use of obscene language), use of musical instruments, playing of loud music, and use of any or other device on or about the Premises which creates noise that may disturb neighboring tenants, is expressly prohibited; constant pedestrian or vehicle traffic in and out of the Premises after 7:00 p.m. and before 6:00 a.m.; constant police or drug activity; illegal possession, delivery, production or use of any controlled substance is expressly prohibited, whether illegal under state, federal or local law**. [***Tenants' initials*** *acknowledging the foregoing paragraph: _____ _____ _____ _____ _____]*

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7. **Pets, Personal Property, Garbage, etc.** Not to keep or allow, even temporarily, on or about the Premises at any time, without written consent of Landlord, any (1) dogs, cats or other animals (even visiting pets are not allowed without such consent) unless an exception applies under applicable law; (2) waterbed or other water-filled furniture, or fish tank larger than 2 gallons; (3) accumulation of filth or garbage; (4) more vehicles than the number of parking spaces allocated to Tenants, or (5) any vehicle which is not drivable; or (6) any uninsured or unregistered vehicle. Landlord's consent may be withheld in Landlord's sole discretion, or may be conditioned upon the payment of additional charges, increased rent or increased security deposit, except to the extent prohibited by law. Any reasonable accommodations under applicable law, by Tenants, may be submitted orally or in writing to the Landlord at reasonable times, preferably in writing.

8. **Entry.** To permit Landlord at any and all reasonable times, upon 24 hours' notice, to enter and go upon said Premises for the purpose of examining the condition, or to make such repairs or alterations as Landlord shall deem necessary or to show the Premises to prospective purchasers, lenders, tenants, workmen or contractors; provided always that in case of emergency Landlord may enter said Premises without notice. Tenants agree to leave interior doors unlocked at all times corresponding to Landlord's lawful notice of entry.

[***Tenants' initials*** *acknowledging the foregoing paragraph: _____ _____ _____ _____ _____]*

9. **Damage, Reporting to Landlord, Alarms, Injury, Indemnity.** To immediately report to Landlord in writing all damage to the Premises including all water leaks, all hazardous conditions upon the Premises and all needed maintenance thereof (including the need for new batteries in smoke and carbon monoxide detectors); not to disconnect, damage, or otherwise tamper with or disable smoke and carbon monoxide detectors and alarms; to assume all liability for damages that may result to the Premises from leaks or overflowing of plumbing or other causes, if caused by the act or negligence of Tenants or their guests, or Tenants' failure to report such problems, and to be responsible for any damage or breakage to any part of the Premises or equipment, including electrical appliances, etc., other than ordinary wear and tear, and to **INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ANY INJURY OR DAMAGE ON OR ABOUT THE PREMISES CLAIMED BY TENANTS, TENANTS' VISITORS OR GUESTS, OR THIRD PARTIES**, including costs and attorney fees incurred in defending against such claims, except to the extent such indemnification and assumption of liability is not permitted by law. Tenants agree to periodically check the smoke and carbon monoxide detectors and alarms on the Premises (at least every 6 months) to assure they are in proper working order, and to notify Landlord in writing of any operating deficiency of such alarms on the Premises. Tenants are responsible for all damage and injury caused by stoppage of waste pipes, overflow of sinks, garbage disposals, bathtubs, dishwashers, toilets and washbasins, Tenant's noncompliance with Landlord's rules of occupancy, or Tenant's failure to properly ventilate and control moisture in the Premises, including damage and injury caused by mold. Tenants acknowledge they cannot hire out their own contractors to make repairs, unless approved by Landlord in writing. Tenants understand that there could be a service call fee for maintenance calls.

WE UNDERSTAND THAT WE MUST IMMEDIATELY REPORT TO LANDLORD IN WRITING ALL NEEDED REPAIRS AND MAINTENANCE, AND THAT WE WILL BE RESPONSIBLE FOR DAMAGE RESULTING FROM FAILURE TO REPORT THE SAME OR FROM TAMPERING WITH DETECTORS OR ALARMS, IN ADDITION TO ANY FEE OWING FOR TAMPERING WITH ALARMS AND DETECTORS AS STATED ON THE FIRST PAGE OF THIS LEASE.

[***Tenants' initials*** *acknowledging the foregoing paragraph: _____ _____ _____ _____ _____]*

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10. **Absence.** Tenants shall not be absent from the Premises for more than seven (7) days without first notifying Landlord of such absence in writing and paying rent for such period in advance. Any absence longer than seven days without such notice and payment shall be deemed an abandonment of the Premises. Tenant, and not Landlord, continues to be responsible for damage to the Premises in Tenant's absence; Tenant is responsible for preventing freezing of pipes and security of the Premises even while Tenant is absent.

[***Tenants' initials*** *acknowledging the foregoing paragraph:* _____ _____ _____ _____ _____]

11. **Failure of Systems**. Landlord shall not be liable for any damage or injury occasioned by failure to furnish heat, refrigeration, water or other services to the Premises arising through any damage to or other failure of the heating system, pipes, refrigeration system or other equipment, unless said damage or failure is caused by Landlord's willful misconduct or negligence, or otherwise provided by statute.

12. **Common Areas.** Tenant agree not to allow personal property of Tenants or their guests to be left in common areas, including but not limited to furniture, barbecues, decals, signs and posters, whether or not affixed to Landlord's building, except parking of vehicles as otherwise permitted by Landlord. Use of common areas is a **privilege**, and Landlord retains the exclusive right to possession and control common areas, to trespass certain non-tenant individuals, to limit their use and the terms thereof, including the right to exclude any nonresident therefrom, or person (including Tenants) therefrom who violates the rules of the complex. Landlord is the "person in charge" of the common areas for purposes of enforcing trespass laws. Common areas include but are not limited to parking, bike room, garbage enclosures, and ingress/egress areas, and Landlord reserves the right to reassign parking spaces or limit parking privileges in response to abuses by Tenants. Landlord is not responsible for assuring that any parking space is an appropriate size for a particular vehicle.

13. **Keys, Keycards, Locks.** Keys to the Premises shall not be duplicated without the prior written consent of Landlord. Locks (including interior locks) may be changed by Tenants only with written consent from Landlord, if performed by a professional locksmith, the locks are replaced with locks of at least equal quality, Landlord is immediately given a key to each such lock, and Tenant pays all charges in connection therewith, including installation and removal. If Tenants report keys lost or stolen, Landlord may change the corresponding locks, and Tenants agree to immediately reimburse Landlord for all charges incurred, including keys and locks for common areas if such keys are lost or stolen. Tenants can borrow a spare apartment/house key from the office during normal business hours. If Tenants' lock is operated by a software application on the Tenants' mobile phone of device, Landlord shall offer at least one alternative means of accessing the Premises including access code, a key fob, key card, or other tangible key in the Landlord's sole discretion.

14. **Use, Damage.** To use the Premises in a reasonable manner and keep the Premises and personal property thereon clean and sanitary, free from the accumulation of debris, trash, rubbish, and garbage and dispose of the same in a lawful manner. Tenants also agree not to allow any damage to or waste of the Premises, other than normal wear and tear that is reasonable for residential usage, and that Tenants will be responsible for all costs to return the Premises to the condition required by this Lease. Reasonable wear and tear does not include damage due to break-ins or intentional acts, whether by Tenants or third parties.

15. **Return of Possession, Cleaning, Accounting for Deposit.** Upon termination of this Lease, Tenants shall deliver possession of the Premises to Landlord clean, and in as good condition as when received, reasonable wear and tear excepted. Tenants received the Premises after being professionally cleaned and sanitized. This includes Professional cleaning of the entire dwelling, Blinds, Carpets, (by a machine specifically designed for cleaning and shampooing carpets), and Windows. Landlord requires all aforementioned items to be performed upon termination of the Lease. At the

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termination of this Lease, a charge may be made for cleaning of the Premises, at the Landlord's sole discretion, if necessary and beyond normal wear and tear. The carpet was replaced or cleaned by a machine specifically designed for cleaning or shampooing by the Landlord prior to Tenants moving into the Premises. The Landlord may deduct from the security deposit the cost of carpet cleaning, regardless of whether the Tenants clean the carpet before delivers possession. If Landlord's actual expense for said cleaning exceeds the unused sums, then available from Tenants' security deposit, Tenants will promptly pay the excess to Landlord upon demand; provided further that if there is dispute about the reasonableness of such charges, then Tenants agree that the evaluation of a professional cleaning company retained by Landlord shall be binding upon the parties as to whether such charges are necessary and reasonable. After termination or expiration of the tenancy, the security deposit paid by Tenants, after payment of all sums due from Tenants to Landlord, will be accounted for and any excess refunded to Tenants within 31 days, or such other time as is provided by law. Any refund will be issued to all named Tenants, in one check only, addressed and payable to the person or persons identified below to receive the same. If such refund check is lost or Tenants request reissuance of the same, Tenants will be responsible for all stop payment charges and Landlord's cost to reissue, including staff time incurred.

16. **Landlord's Personal Property.** No personal property or furnishings are provided by Landlord with the Premises except the personal property listed above. All items attached to the Premises at commencement of the tenancy, including coat racks, pot racks, any hooks, shower curtain, recycle containers, makeup mirrors, bike bar, etc., are part of the Premises and Landlord's property. Tenant agrees to pay Landlord for any replacement of any of Landlord's personal property, furnishings and parts of the Premises that are missing or damaged at the end of the tenancy.

17. **Inspection, Condition, Reporting Defects.** Tenants agree to inspect the Premises immediately upon receiving possession and to report any defects in the Premises to Landlord immediately, in writing no later than the second business day after receiving possession. Enclosed hereto is a copy of the Move-In Checklist/ Move-In Documentation regarding the condition of the Premises. Tenants also acknowledge receipt of the pictures (each wall, ceiling, floor, and inside and outside Premises) of the condition of the Premises upon move int, simultaneously with the execution of this Lease. If Tenants do not report any defect within such time, the Premises will be deemed acceptable, ready for occupancy and in good order, with working smoke detectors as required by law, and accepted by Tenants in their current condition; Tenants understand and agree that it is their responsibility to report any defects in the Premises to Landlord immediately.

18. **Renters Insurance, Limitation of Liability.**

Tenants will obtain and maintain renter's liability insurance with liability coverages and name the Landlord as an interested party on tenant's renter's liability insurance policy authorizing the insurer to notify the landlord of (1) cancellation or nonrenewal of the policy; reduction of policy coverage; or (3) removal of the landlord as an interested party. Tenants will supply Landlord with evidence of such insurance upon demand, and before the tenancy begins. Failure to maintain such insurance in full force will be considered a material non-compliance with this Agreement and a basis of termination for cause. Tenants are required to maintain and provide the following minimum required insurance coverage: $100,000.00 per occurrence Limit of Liability for Resident's legal liability for damage to the property and premises for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage (Required Insurance;). The Tenants are required to furnish Landlord with evidence of Required Insurance prior to occupancy of Premises and at the time of each lease renewal period. Tenants may obtain Required Insurance from an insurance agent or insurance company of the Tenants' choice. If the Tenants furnish evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. The Tenants are not

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required to obtain or maintain renter's or other liability insurance if Tenants demonstrates to Landlord that Tenants household income is 50% or less of the area median income, adjusted for family size as measured up to a five-person family, as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development; if the dwelling unit of the Tenants are subsidized with public funds; or other applicable laws.

Landlord has obtained and maintains comparable liability insurance, which is available for inspection in person or by mail. Tenants are not a coinsured under the Landlord's insurance policies. Except to the extent required by law, the Landlord is not responsible for, damage or destruction to, Tenants' property., including but not limited to damage by third parties, loss or damage due to thefts, damage to vehicles, damage from break-ins, or from any cause whatsoever. Tenants agree to indemnify and hold Landlord harmless from all claims for damages, reimbursement or contribution arising from damage to property of Tenants and property of Tenants' guests and invitees upon the Premises, and claims arising from personal injuries of any person upon the Premises, except to the extent such claims arise from Landlord's willful misconduct or negligent act, or such indemnification and hold harmless is otherwise prohibited by law. Landlord will have no obligation to review video footage or undertake investigation to determine the source or cause of damage or loss of any kind unless Tenants pay the cost thereof, including but not limited to compensation Landlord's staff time. Landlord also does not waive any subrogation rights its insurers may have.

19. **Termination of Tenancy.** Landlord may terminate Tenants' tenancy in the manner provided by law, including but not limited to termination at any time if Tenants (or members of Tenants' household, approved occupants of Tenants' space, Tenants' guests, Tenants' pet, or others on the Premises with the knowledge and/or permission of Tenants or any of them) violate any term of this Lease (including but not limited to failure to timely pay rent and other charges), the rules and regulations applicable to Tenants' tenancy, or any law or ordinance which relates to Tenants' conduct as a tenant; or as otherwise provided by law. If Tenants terminate before the ending date of this Lease, Tenants agree to pay an early termination fee or actual damages as set forth above. Payment of early termination fee must be in certified funds.

[***Tenants' initials*** *acknowledging the foregoing paragraph: _____ _____ _____ _____ _____]*

20. **Notices.** All notices required or permitted to be served in connection with this Lease may be served by personal delivery or by first class mail directed to the address of the Premises if given to Tenants, or to the address of Landlord given above for service of notices, if given to Landlord. Where allowed by law, notices may be served upon Tenant by first class mail to the Premises, and attachment the same day in a secure manner to the main entrance to the Premises; or to Landlord in the same manner by mailing to, and attachment in a secure manner to the main entrance and front door of the address for service of notices to Landlord stated above on page one of this Lease. Landlord may change Landlord's address for all purposes under this agreement by giving written notice to Tenants at any time. Any notice given to one of Tenants is binding on all of Tenants. Copies of notices to Tenants may be sent to co-signers were deemed appropriate by Landlord.

21. **Co-Signers.** By signing this, you authorize disclosure of any and all information deemed necessary by owner/agent/Landlord in their sole discretion to co-signors or guarantors.

[***Tenants' initials*** *acknowledging the foregoing paragraph: _____ _____ _____ _____ _____]*

22. **Tenants' Personal Property.** Tenants will not leave any of Tenants' property on or about the Premises after termination, abandonment of the Premises or surrender of possession to Landlord. Tenants represent that any property left on the Premises or in the complex containing the Premises after such date is property which Tenants intend to abandon, and Landlord may treat the property as

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abandoned. Tenants will be responsible for the cost of handling and disposing of such personal property.

23. **Waiver.** Nothing herein shall be deemed a waiver of any rights by Landlord, and Landlord's failure to enforce any provision of this Lease shall not be deemed a waiver thereof, and any waiver by Landlord of any provision hereof or any right of Landlord shall not be deemed a waiver as to subsequent occurrences or events. Landlord's acceptance of partial payment does not waive Landlord's right to terminate if the balance of rent is not paid as agreed.

24. **TENANTS ARE RELYING ON NO PROMISES BY LANDLORD EXCEPT THOSE SET FORTH HEREIN. TENANTS REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY TENANTS IN CONNECTION WITH THEIR APPLICATION FOR TENANCY IS TRUE, ACCURATE AND COMPLETE; ANY MISSTATEMENT OR INACCURACY OF THE SAME MAY BE GROUNDS FOR TERMINATION BY LANDLORD.**

25. **Lead Paint Disclosure.** If the Premises were constructed before 1978, Landlord's Lead-Based Paint Disclosure form is attached.

26. **Interpretation.** In interpreting this agreement, the term "Tenants" shall include the singular, where indicated by the context. This Lease includes all agreements of the parties. No change to this Lease is effective unless in writing signed by all parties.

27. **Attorney Fees.** If legal action is brought by either party to enforce any provision of this Lease or to seek possession of the said Premises, the prevailing party shall be entitled to recover that party's reasonable attorney fees and costs and disbursements, including attorney fees, costs and disbursements on appeal.

28. **Attachments.** The following forms are attached hereto and made a part hereof:

☑	Key page	☑	Rules and Regulations
☑	Online Tenant Portal Agreement	☑	Parking Agreement
☑	Deposit Refund Checklist	☑	Garage Access Agreement
☑	City of Eugene Tenant Information	☑	Lead Based Paint Disclosure

29. **Execution by Counterpart.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on the Parties. Facsimile signatures or signatures electronically transmitted (*e.g.*, PDF, electronic mail, DocuSign, or other formats) will be deemed original signatures and enforceable as such. This Lease will not be enforceable by or against any of the Parties until all of the Parties have signed below.

30. **Forwarding/Emergency/Refund Address.** Tenants are providing the address (es) below for use by Landlord to contact in the event of emergency or death, or for personal property in case Landlord cannot contact Tenant; Tenants also instruct Landlord to forward all accountings and other documents and information after termination or expiration of this Lease to the address(es) below, and agree that Landlord may refund Tenants' security deposit or other sums by mailing the same to the person(s) and address given below for that purpose, or by delivering the same to the person entitled thereto. Any refund to Tenants will be in the form of one check only, payable as directed below. If no forwarding address is provided below, Landlord may forward any accounting, documents, information, and refund to the address of the Premises.

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Tenant name:	Forwarding address for Final Accounting:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Person to receive the refund:	**One Forwarding Address Only** For Refund:
_____	_____

Tenants may change the above person or forwarding address by written notice to Landlord signed by all Tenants who are signing this Agreement.

Executed as of the ____ day of _____, 20___, by:

TENANTS:

(sign) _____ (print name) _____

(sign) _____ (print name) _____

(sign) _____ (print name) _____

(sign) _____ (print name) _____

(sign) _____ (print name) _____

LANDLORD: Mallard Properties, by: _____, title: _____

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