



RESOLUTION No. 2016-3303

**A RESOLUTION APPROVING THE LEASE OF CITY OWNED PROPERTY
LOCATED AT 305 W. ILLINOIS STREET.**

RECITALS:

1. The City of Newberg owns approximately 0.45 acres of property at 305 W. Illinois Street, shown as Tax Lots 1601 and 1602 on Yamhill County Assessors Map 3S-2W-18CA, commonly known as the highway 240 lift station and house. The site is located on the north side of W. Illinois street (Hwy 240) near the intersection of N. Morton Street.
2. The 2007 City of Newberg Sewerage Master Plan identified a priority project to reduce the winter wastewater overflows into Chehalem Creek at the Dayton Avenue pump station. The city purchased the 0.45 acre property single family home site located at 305 W. Illinois Street for \$282,000 in March of 2009 by Council Resolution #2008-2822 for the construction of the Highway 240 pump station.
3. The lift station and force main improvements were completed in February of 2011, which began bypassing flows away from the Dayton Avenue pump station. In 2012, Partition Plat #2012-21 recorded, which completed the division of the property into two parcels. Parcel 1, the existing house parcel, was listed for sale last winter with Coldwell Banker.
4. Due to a property line dispute with the adjacent property located at 301 W. Illinois Street, the sale of 305 W. Illinois Street has been temporarily suspended. An agreement is being reached with the adjacent property owner by the dedication of several easements, which will be presented to Council under a separate resolution.
5. The incoming Newberg City Manager is Joe Hannan, who starts on June 6, 2016. Manager Hannan is relocating from out of state and needs temporary housing until a permanent residence is acquired. The availability of rental housing in Newberg is currently very limited. The existing city owned residence 305 W. Illinois Street is vacant, in good repair, and ready for occupancy. Manager Hannan has agreed to temporarily lease the aforementioned property and a draft copy of the lease agreement is attached and hereby incorporated as Exhibit A.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council approves a temporary lease of the city owned property at 305 W, Illinois Street, Newberg Oregon, to Mr. Joe Hannan.
2. The City Council delegates, authorizes, and directs the Mayor, to perform all necessary acts to create, modify, and execute all necessary documents, and carry out any other necessary matters in order to complete the lease agreement. All documents and agreements shall be approved as to form and content by the City Attorney.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: May 17, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 16th day of May, 2016.



Sue Ryan, City Recorder

ATTEST by the Mayor this ^{16th} day of May, 2016.



Bob Andrews, Mayor



RENTAL AGREEMENT (Page 1)

Dwelling Unit Only – Month-to-Month Tenancy or Lease for Term

THIS AGREEMENT, dated June 1, 2016, between City of Newberg, landlord or agent ("landlord"), and Joe and Shelley Hannan, tenant;

WITNESSETH: That in consideration of the payment of the rents and the performance of the terms of tenant's covenants herein contained, landlord hereby rents to tenant, and tenant rents from landlord, for use as a residence, the premises located at 305 W. Illinois Street Newberg Oregon.

TENANCY – This Agreement creates a (check one):
 month-to-month tenancy beginning 06/1/2016
 lease term of _____ commencing _____, and ending _____
 at a rental of \$ 2,000 per month, payable monthly in advance on the 6th day of each and every month. Rents are payable at the following address: PO Box 970, 414 E 12th Street Newberg Oregon 97132.

If rent is not received by the fourth day of the period for which it is due, tenant shall pay a late charge of (check one): \$ 75, as a flat amount; \$ _____, charged on a per day basis beginning on the fifth day of the period; or 5% of the amount of the payment for each 5-day period, or portion thereof the payment is late.¹ Any dishonored check shall be treated as unpaid rent and be subject to the same late charge, plus a \$ 30 special handling fee and must be made good by cash, money order or certified check within 24 hours of notification. In case two or more rent payments are late, landlord reserves the right to require tenant to pay rent by cash or money order only, upon reasonable notice to tenant of such requirement. Furthermore, if rent is not paid when due and tenant fails for any reason to pay rent within 7 days after its due date, landlord may terminate this Agreement in the manner provided by ORS 90.394 and take possession of the premises in the manner provided by ORS 105.105 to 105.168.

RENT

	AMOUNT	DUE
First Month's Rent (due on or before <u>06/06/2016</u>)	\$ <u>2,000</u>	\$ <u>2,000</u>
Prorated Second Month's Rent, if applicable	\$ _____	\$ _____

DEPOSITS – Landlord charges the following deposits for the premises at this time (check all that apply):

	AMOUNT	DUE
<input type="checkbox"/> Security Deposit	\$ _____	\$ _____
<input type="checkbox"/> Last Month's Rent Deposit	\$ _____	\$ _____
<input type="checkbox"/> Pet Deposit (Note: No pet deposit may be charged for a service or companion animal that a tenant with a disability requires as a reasonable accommodation)	\$ _____	\$ _____
Total Deposits Due on or Before _____	\$ _____	\$ _____

Landlord may claim all or any part of the security deposit only in the amount reasonably necessary: (1) to remedy tenant's defaults in the performance of this Agreement including, but not limited to, unpaid rent; and (2) to repair damages to the premises caused by tenant, not including ordinary wear and tear; however, landlord may deduct the cost of carpet cleaning regardless of whether tenant cleans the carpet before tenant delivers possession to landlord at the end of the tenancy. To claim all or part of a deposit, landlord shall give tenant, within 31 days after termination of the tenancy and delivery of possession of the premises to landlord: (1) a written accounting (S-N Form No. 579, Landlord's Final Accounting) which states specifically the basis or bases of the claim; and (2) any unclaimed portion of the deposit. Landlord may recover damages in excess of the security deposit to which landlord may be entitled. Landlord may not change this Agreement to require the payment of a new or increased security deposit during the first year of the tenancy, except that an additional deposit may be required if landlord and tenant agree to modify the terms and conditions of this Agreement to permit a pet or for other cause and the additional rent related to that modification.

FEES – Landlord charges the following fees for violations of this Agreement or residency rules at this time (check all that apply):

<input checked="" type="checkbox"/> Late rent payment (per occurrence), as set forth above	\$ <u>75</u>
<input checked="" type="checkbox"/> Dishonored check (per occurrence), as set forth above	\$ <u>30</u>
<input checked="" type="checkbox"/> Removal or tampering with a properly functioning smoke alarm, smoke detector or carbon monoxide alarm ²	\$ <u>250</u>
<input type="checkbox"/> Violation of a written pet agreement	\$ _____
<input type="checkbox"/> Abandonment or relinquishment of the premises during a fixed-term tenancy (may not exceed 1½ months' rent; other restrictions apply under ORS 90.302(2)(e))	\$ _____
<input type="checkbox"/> Repeat violation of written rules or policies after written warning ³ (check all that apply):	\$ _____
<input type="checkbox"/> Late payment of a utility or service charge paid to landlord	\$ _____
<input type="checkbox"/> Failure to clean up pet waste outside dwelling unit	\$ _____
<input type="checkbox"/> Failure to clean up the waste from a service or companion animal outside dwelling unit	\$ _____
<input type="checkbox"/> Failure to clean up garbage, rubbish or other waste outside the dwelling unit	\$ _____
<input type="checkbox"/> Parking violations	\$ _____
<input type="checkbox"/> Improper use of vehicles on the premises	\$ _____
<input type="checkbox"/> Smoking in a clearly designated nonsmoking unit or area of the premises ⁴	\$ _____
<input type="checkbox"/> Keeping on the premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405 ⁵	\$ _____

Fees for landlord's anticipated expenses may not be charged at the beginning of the tenancy. Landlord cannot demand payment of fees except as provided by law. Fees cannot be deducted from rent payments. Landlord may terminate the tenancy for violations instead of assessing fees, but cannot charge a fee and terminate this Agreement for the same noncompliance. This statement of fees does not apply to charges for improvements or other actions that are requested by tenant and are not required of landlord by agreement or by law, including but not limited to the cost to replace a key lost by tenant or to charges that are permitted under ORS 90.302(7).

Tenant Initials _____ (continued on page 2)

¹ Charge no more than permitted by ORS 90.260.
² Landlord may charge a fee up to \$250 unless the Fire Marshal assesses the tenant a penalty under applicable rules. ORS 90.302(2)(c).
³ Fee can be assessed only if repeat violation occurs within one year of receiving written notice of the same violation. Fee for second violation within a year may not exceed \$50; fee for third or subsequent violation(s) within a year may not exceed \$50 plus 5% of the rent payment. ORS 90.302(3)(a).
⁴ Maximum fee of \$250. Landlord cannot assess fee for second or subsequent noncompliance until 24 hours after serving written notice of original noncompliance.
⁵ Maximum fee of \$250. Landlord cannot assess fee for second or subsequent noncompliance until 48 hours after serving written notice of original noncompliance.



RENTAL AGREEMENT (Page 2)

Dwelling Unit Only – Month-to-Month Tenancy or Lease for Term

IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. Occupancy. The premises shall be occupied by no more than _____ children and 2 adults, namely Joe and Shelley Hannan

No additional or other adult tenants may occupy the premises without landlord's written consent.

2. Use of Premises. The premises shall be used for dwelling purposes only and not for business without landlord's prior written consent.

3. Tenant Compliance. Tenant shall not violate any city or county ordinance or state or federal law in or about the premises. Tenant shall comply with the terms of this Agreement, and with any rules and regulations that may be published by landlord in conformance with law or ordinance.

4. No Assignment. Tenant shall not sublet the premises, or any part thereof, or assign this Agreement without landlord's written consent.

5. Landlord's Right of Termination. If tenant fails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, landlord, at landlord's option and after proper written notice, may terminate this tenancy.

6. Tenant to Keep Premises Clean. Tenant shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to landlord in as good condition as when received, ordinary wear and tear and damage by the elements excepted.

7. Mold. Because mold spores are ever-present in the air, the potential for mold exists in any living space. The key to reducing the risk of a mold problem is keeping the premises clean and dry, particularly in winter months. Tenant shall minimize mold by: keeping the premises ventilated; keeping hard surfaces clean and dry (walls, doors, windows, windowsills, countertops, etc.); placing furniture at least an inch from exterior walls; opening window coverings every day (curtains, blinds, shades, etc.); running bathroom fans for an hour after bathing (or opening the bathroom window slightly if there is no fan). Additional information is available from the EPA at www.epa.gov/mold/moldresources.html. Tenant shall report excessive mold development to landlord immediately.

8. Landlord's Right of Entry. Tenant shall permit landlord at any and all reasonable times, upon 24 hours' notice to tenant, to enter and go upon the premises for the purpose of examining its condition, or to make such repairs and alterations as landlord shall deem necessary or to show the premises to prospective purchasers, mortgagees, tenants, workers or contractors, provided always that in case of emergency landlord may enter the premises without notice.*

9. Locks and Keys. There shall be working locks on all outside doors, and landlord shall provide tenant with keys to the premises at the beginning of the tenancy. Tenant must return keys at termination of the tenancy.

10. Responsibility to Maintain Grounds. Tenant Landlord (indicate which) shall properly cultivate, care for and adequately water the lawn and landscaped grounds.

11. Landlord's Obligations. Landlord shall supply electric wiring, plumbing facilities which produce hot and cold running, safe drinking water and adequate heating facilities.

12. Utilities. Tenant shall pay for all natural gas, electricity, telephone, television and internet service, subject to disclosures and limitations as set forth herein. All other services will be paid for by landlord or tenant as follows:

	Water	Sewer	Garbage Service**		
Tenant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Check if applicable.) Tenant shall pay for a utility or service that directly benefits landlord or other tenants. That service is described as follows: _____ That service is delivered to the following area other than tenant's dwelling unit: _____

(Check if applicable.) Landlord is directly billed by the service provider for the following service or services provided to a common area available to tenant as part of the tenancy: _____ Landlord allocates the provider's charges between tenants by assigning a reasonable percentage of such charges to each tenant. Tenant's share of such charges shall be _____%, and is based on _____

(Check if applicable.) Landlord is billed directly by the provider of (check all that apply) cable television direct satellite other video subscription services internet access or usage, which landlord then bills to tenants by assigning to each tenant a reasonable percentage of such charges. Tenant's share of such charges shall be _____%, and is based on _____ Landlord may charge tenant an additional amount of not more than 10% of the utility or service charge billed to tenant, provided that the total of the utility or service charge billed to tenant, plus the additional amount, is less than the typical periodic cost tenant would incur if tenant contracted directly with the provider for the subject services. Billings or notices for such services from landlord to tenant shall list the additional amount separately from tenant's prorated share of the provider's utility or service charges.

13. Smoke and Carbon Monoxide Alarms. The premises is equipped with one or more battery-operated hard-wired hard-wired with battery backup (indicate which) smoke alarm(s), and one or more battery-operated hard-wired with battery backup plug-in with battery backup (indicate which) carbon monoxide alarm(s) if the premises contains (a) a carbon monoxide source; or (b) is within a structure that contains a carbon monoxide source and is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft. If the smoke alarm is battery-operated, the battery is a 10-year battery. Landlord tested the alarms prior to this tenancy and determined that they are working properly, and the batteries have power, as of (date) March 15, 2016. Tenant is responsible for testing the alarms no less than every six months. To test alarm(s): Push test button.

Tenant is responsible for replacing dead batteries, and must use only 10-year batteries in the smoke alarm(s).

14. Tenant Damage. Tenant agrees to assume all liability for, and to hold landlord harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of tenant or tenant's invitees or guests, in or upon any part of the premises, and to be responsible for any damage or breakage to tenant's equipment, fixtures or appliances therein or thereon, not caused by landlord's misconduct or willful neglect.

Tenant Initials _____ (continued on page 3)

* Hereafter, comply with ORS 90.322.

** See ORS 90.320; however, some municipalities (e.g., the City of Portland) require landlords to subscribe to and pay for garbage service.



15. Renter's Liability Insurance. (Check one): Landlord does not require tenant to obtain renter's liability insurance. Landlord requires tenant to obtain and maintain renter's liability insurance in the amount of \$ 100,000*, and (check one) hereby acknowledges receipt of documentation of such insurance expects tenant to obtain such insurance and provide documentation thereof.

16. Landlord's 24-Hour Notice. Landlord, after at least 24 hours' written notice specifying the acts and omissions constituting the cause and specifying the date and time of termination, may terminate this Agreement and take possession in the manner provided by ORS 105.105 to 105.168, if (a) tenant, someone in tenant's control or tenant's pet seriously threatens to inflict substantial personal injury, or inflicts any substantial personal injury, upon a person on the premises other than tenant; (b) tenant or someone in tenant's control recklessly endangers a person on the premises other than tenant by creating a serious risk of substantial personal injury; (c) tenant, someone in tenant's control or tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises; (d) tenant or someone in tenant's control intentionally inflicts any substantial damage to the premises or tenant's pet inflicts substantial damage to the premises on more than one occasion; (e) tenant intentionally provided substantial false information on the application for the tenancy within the past year; the false information was with regard to a criminal conviction of tenant that would have been material to landlord's acceptance of the application; and landlord terminates the rental agreement within 30 days after discovering the falsity of the information; or (f) tenant or someone in tenant's control or tenant's pet commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises.

17. Unauthorized Person. If an unauthorized person is in possession of the premises, after at least 24 hours' written notice specifying the cause and the date and time by which the person must vacate, landlord may take possession as provided in ORS 105.105 to 105.168 if tenant has vacated the premises, the rental agreement prohibits subleasing or allowing another person to occupy the premises without landlord's written consent, and landlord has not knowingly accepted rent from the person in possession of the premises.

18. Parking. (Check if applicable.) Parking is provided on the rented premises. If the premises is larger than a duplex, a Parking Addendum (S-N Form No. 542) is provided herewith and made a part hereof.

19. Undriveable Vehicles and Car Repair. Tenant shall not allow any undriveable vehicle to remain on the premises for more than 24 hours. No car repairs are to be made on the premises, including minor maintenance such as an oil change.

20. Tenant's Extended Absence. Tenant agrees to notify landlord of tenant's anticipated extended absence from the premises in excess of 7 days, no later than the first day of the extended absence.

21. Addresses for Service. The owner (or agent for service) is City of Newberg, c/o City Attorney
 Address 414 E. 1st Street, Newberg OR 97132 Phone 503.537.1206
 The manager is City of Newberg, Public Works Director
 Address 414 E. 1st Street, Newberg OR 97132 Phone 503.537.1234

22. Written Notices. Written notices may be served personally, by first class mail, or by mailing and posting as set forth herein.

23. Service of Notice on Tenant by Mail and Attachment. If landlord chooses to serve a written notice on tenant by mail and attachment, such service is deemed served on the day that it is both mailed by first class mail to tenant at the premises and also attached securely to the main entrance of that portion of the premises of which tenant has possession and/or has leased hereby.

24. Service of Notice on Landlord. A written notice from tenant to landlord is deemed served on the day it is both mailed by first class mail to the above owner/agent (see paragraph 21) and also attached securely to the following location Newberg City Hall, 414 E. 1st Street, Newberg OR, 97132 **

25. Termination of Month-to-Month Tenancy. If this is a month-to-month tenancy, tenant may terminate at any time by giving landlord 30 days' written notice prior to the date designated in the termination notice, whereupon the tenancy shall terminate on the date designated. During the first year of the tenancy, landlord may terminate at any time by giving tenant 30 days' written notice prior to the date designated in the termination notice; thereafter, landlord may terminate without cause by giving tenant 60 days' written notice prior to the date designated in the termination notice, as outlined in ORS 90.427.

26. Holding Over. Any holding over by tenant after the expiration of this Agreement or any extension thereof, when neither party has issued a written termination notice, shall result in a continuation of this Agreement as to all of its terms, except that the period of the tenancy shall be the same period as that of the rental payment.

27. Abandoned Personal Property. Upon termination of this Agreement or the surrender or abandonment of the premises, and it reasonably appearing to landlord that tenant has left property upon the premises with no intention of asserting further claim to such property or the premises, or if tenant has been continuously absent for 7 days after termination of the tenancy by an unexecuted court order, or if landlord elects to remove such property, landlord may give tenant notice in accordance with ORS 90.425 (S-N Form No. 539, Abandoned Property Notice) that the property is considered abandoned and unless the property is removed from the premises or place of safekeeping by a date specified in the notice, the property will be sold or otherwise disposed of and the proceeds of sale, if any, applied as provided by law.

28. Pets. If pets are allowed, a Pet or Aid Animal Addendum (S-N Form No. 535) is provided herewith and made a part hereof.

29. Smoking Policy. "Smoking" is defined as carrying, inhaling, exhaling, burning or handling of any kind of lighted pipe, cigar, cigarette, or any other lighted smoking equipment containing any burning substance or product, including tobacco, that is intended for human consumption by means of inhaling the smoke therefrom. Tenant and all persons on the premises with the consent of tenant or under tenant's control shall comply with this smoking policy (check one): Smoking is prohibited anywhere on the entire premises; Smoking is permitted on the entire premises; Smoking is permitted in limited areas on the premises (check one): outside each dwelling unit, more than 25 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area, so as to ensure that smoke does not enter the area through entrances, exits, open windows, or other means in the place designated by landlord, described as: _____

(Check if applicable.) Landlord is "phasing in" a no-smoking policy for this entire premises. Tenant's dwelling unit is non-smoking, but other rented units on the premises may permit smoking until such time as landlord's no-smoking policy has been completely phased in. Neither tenant nor landlord shall be liable to the other for damage as a result of smoking by other tenants in or about rented dwelling units other than the subject unit, except that no smoking is permitted within 25 feet of any nonsmoking dwelling unit on this entire premises.

Tenant Initials _____ (continued on page 4)

* May not exceed \$100,000 or the customary amount required by landlords for similar properties with similar rents in the same rental market, whichever is greater. Landlord must comply with written notice requirements to tenant, and cannot require renter's liability insurance in a variety of circumstances. See ORS 90.222 for restrictions on and requirements for requiring renter's liability insurance.

** See ORS 90.155.



30. Marijuana. Tenant [] may [X] may not (indicate which) grow medical and/or recreational marijuana on the premises. If allowed, tenant must obtain landlord's prior written consent before installing any equipment or otherwise modifying the premises, which consent may be withheld at landlord's discretion.

31. Flood Plain Disclosure. The premises [] is [X] is not (indicate which) located in a 100-year flood plain.

32. Lead-Based Paint Disclosure. [X] (Check if applicable, and complete the following.) The premises was built prior to 1978.* LEAD WARNING STATEMENT – Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

LANDLORD'S DISCLOSURE – Presence of lead-based paint and/or lead-based paint hazards (check one):

[] Known lead-based paint and/or lead based paint hazards are present in the housing. (Explain) _____

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

Records and reports available to landlord (check one):

[] Landlord has provided tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (List documents) _____

[X] Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT (initial)

Tenant(s) _____ Tenant has received copies of all information listed above.

Tenant(s) _____ Tenant has received the pamphlet Protect Your Family from Lead in Your Home (S-N Pub. No. 2008).

AGENT'S ACKNOWLEDGMENT (initial, if applicable)

Agent _____ Agent has informed landlord of landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

33. Personal Property. The following personal property is included and to be left upon the premises when tenancy is terminated: _____

34. Waiver of Rights. Nothing herein shall be construed as waiving any of the rights provided by law of either party hereto.

35. Attorney Fees and Court Costs. In the event any suit or action is brought to collect rents or to enforce any provision of this Agreement or to repossess the premises, reasonable attorney fees, costs and disbursements may be awarded to the prevailing party in both trial and appellate courts.

36. Failure to Require Performance. Failure by landlord at any time to require performance by tenant of any provision hereof shall in no way affect landlord's right hereunder to enforce the same, nor shall any waiver by landlord of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

37. Time/Essence. Time is of the essence of this Agreement.

38. Singular/Plural. The words landlord and tenant shall include the plural as well as the singular.

39. Purchase Option. [] (Check if applicable.) Landlord and tenant have entered into an Option for Purchase of Real Estate (S-N Form No. 14). Until the exercise of such option, this Agreement remains the effective contract between the parties, and tenant shall not make alterations or repairs to any portion of the premises except as may be permitted or required by this Agreement, or by additional written agreement between the parties.

40. Additional Provisions. _____ Tenants may have one pet dog.

[] (Check if applicable.) If additional space is required, an Addendum to Rental Agreement (S-N Form No. 581) is provided herewith and made a part hereof.

ACKNOWLEDGMENTS AND CERTIFICATIONS

If the premises was built before 1978, the parties have reviewed the information in paragraph 32 above, and certify, to the best of their knowledge, that the information they have provided is true and accurate, and tenant acknowledges receipt of such information.

Tenant further acknowledges that tenant understands tenant's rights and obligations hereunder, and has read this Agreement, including any attachments, in its entirety, and that landlord has made no promises to tenant except as set forth in this Agreement; that tenant shall comply with all of tenant's obligations imposed pursuant to Oregon statute; and that tenant has personally inspected the premises and finds it satisfactory at the time of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above. Tenant acknowledges receipt of a copy of this Agreement.

LANDLORD OR AGENT

TENANT

TENANT

* If premises was built prior to 1978, landlord must retain this rental agreement for at least three years after the commencement of the rental term. PUBLISHER'S NOTE: Certain additional forms may be required. If landlord charges a deposit to secure execution of the Rental Agreement, S-N Form No. 578 – Receipt for Deposit to Secure Execution of Rental Agreement and Schedule of Rent, Deposits and Fees must be provided to applicant at the time the deposit is collected.