

98 Cumberland Ave
013 - m05001

RENTAL AGREEMENT

This agreement, dated 8/27/15, is by and between Mathew Barnett and Angela Ostlund, "Owners," and Lauren Danie + Josh Briggs, "Tenants," for the rental of the dwelling located at 98 Cumberland Avenue, Apartment # 2, under the following conditions.

Tenants agree to rent this dwelling until the following date: 8/31/2016. After this initial term is completed, this agreement will continue on a month-to-month basis. A written 30-day notice by either party can terminate the lease at this time. In addition, in the event of the sale of the building, this lease will also become a month-to-month lease.

RENT—Tenants agree to rent this dwelling for the sum of 850 per month, payable on the first of the month. The rent will be considered late if it is not received by the seventh of the month, and a late fee of 4% will be charged if the rent is not paid by the fifteenth of the month.

RETURNED CHECKS—If a Tenant's check is returned for insufficient funds, the Tenant shall pay a returned check fee of \$20 and any late fees that apply. If a tenant's check is returned for insufficient funds more than once, a cashier's check or money order must be used to pay the rent.

SECURITY DEPOSIT—Tenants agree to pay a security deposit of 850. This money will be returned to the Tenants within 20 days after the Tenants have moved out, provided no funds are needed to cover overdue rent or damages caused by the Tenants. Such damages include: damages that do not represent normal wear and tear, cleaning costs required after the Tenant's departure, and unpaid rent and other fees. Security deposit may not be used as last month's rent.

UTILITIES/SERVICES—Tenants agree to pay for all utilities (heat, hot water, and electricity) and also agree to purchase City of Portland garbage bags and dispose of all trash appropriately under the city program. The Owners will provide a recycling bin, if needed. If the oil tank is allowed to run dry during the heating season, Tenants shall be responsible for the costs associated with priming the furnace.

OCCUPANTS— Only the following persons may reside in the dwelling:

Lauren Danie + Josh Briggs

SUBLETTING/ASSIGNMENT—Tenants shall not sublet or assign any part of the unit without the Owners' written permission.

PETS— Only the following animals may reside in the unit NA.

SMOKING—This is a smoke-free dwelling. Smoking is permitted outside the building provided the area is kept free of cigarette butts and other debris.

LIQUID-FILLED FURNITURE—Tenants agree not to keep any liquid-filled furniture in the dwelling.

TENANT INSPECTION—Tenants have inspected the dwelling and agree it is in satisfactory condition.

MAINTENANCE—Maintenance of the unit shall be the responsibility of the Owners, with the exception of the damage caused by the Tenants. Tenants agree to notify the Owners of any problems with the unit as soon as possible.

REASONABLE TIME FOR REPAIRS—Upon being notified by the Tenants that there is a serious building defect that is hazardous to life, health, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than 72 hours due to reasons beyond the Owners' control, Owners agree to keep Tenants informed of the progress of the work.

LOCKS—Tenants agree that they will not change the locks on any door without giving the Owners a duplicate key.

ALTERATIONS/DECORATIONS—Tenants agree not to alter their dwelling without getting the Owners' written position. Tenants will pay for the costs of such alterations, and Owners are absolved from any mechanics liens that may exist.

ACCESS—At certain times, Owners may have to gain access to the Tenants' dwelling. Owners will schedule a time at least 24 hours in advance, unless the Tenant agrees to a shorter notice at the time. No notice will be given in the case of an emergency.

PEACE AND QUIET—Tenants will refrain from making loud and bothersome noises between 9:00 PM and 6:00 AM.

INSURANCE—Tenants personal possessions are not covered by the Owners' insurance policy.

LAWFUL USE-- Tenants agree that they will not engage in unlawful activities or allow others to do so.

FIRE OR CASUALTY DAMAGE— If the dwelling become inhabitable because of fire or casualty damage, Tenants are not responsible for payment of rent.

CHANGES IN TERMS OF TENANCY—Owners shall advise Tenants of changes in the terms of the lease with a notice of at least 30 days. Such changes include notices of termination or

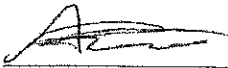
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other reasonable changes to this agreement. In the case of a rent adjustment, the Owners will give 45 days' notice.

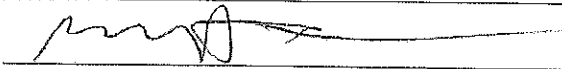
HOLDING OVER— If Tenants remain on the premises following the date of their termination, they are “holding over” and are liable for rental damages equaling 1/30th of the amount of their current monthly rent for every day that they hold over.

REFERENCES IN WORDING— References to the Owners or Tenants also apply to their heirs, executors, administrators or successors, and the case might be.

CONSEQUENCES—Owners may terminate this lease with a 7-day notice to quit for non-payment of rent, criminal activity, or other violation of this agreement.



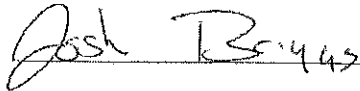
Mathew Barnett, Owner



Angela Ostlund, Owner

Lauren Danie

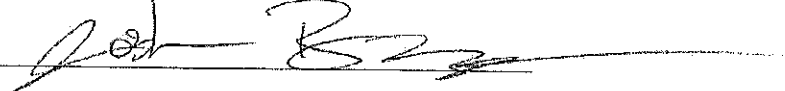
Tenant



Tenant

LAUREN DANIE

Tenant



Tenant