

## HOUSE RULES

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## HOUSE RULES

### LEASE ATTACHMENT #3

**These House Rules are incorporated by reference in the Lease Agreement between the Landlord and Tenant and are a part thereof. They are incorporated into the lease for the purpose of preserving the welfare, safety and quiet enjoyment of the Tenants at our facilities.**

#### **1. STATE AND FEDERAL LAW:**

Landlord and Tenant (both the singular and plural) agree to abide by the Oregon Landlord/Tenant Law and by all state, federal, local laws and ordinances including adopted rules and regulations. Tenant agrees not to permit or allow any acts to be done in or on the premises, or within the immediate vicinity of said premises, which violate any federal or state law, rule or regulation.

#### **2. PERSONAL PROPERTY:**

Tenant agrees not to alter, destroy, damage, deface or remove any part of the premises including common use areas and items of personal property belonging to Landlord, management and staff or permit any person, guest, relative or invitee to do so and to assume all liability for damages to said premises and property, other than ordinary wear and tear or those caused by the Landlord. The Landlord will not be liable or responsible for loss or damages to articles or property belonging to the Tenant. It is recommended that the Tenant maintain fire and theft insurance for their personal property. Landlord further recommends that all Tenants purchase renter's insurance. The Landlord is not liable for damage that occurs to personal property as a result of (but not limited to) flooding, items left unattended, fire, doors left unlocked, acts of nature, acts committed by other persons, theft, misuse of appliances, and utility failure. Each Tenant is responsible for securing their own personal property and valuables, medications, money, jewelry and other items of value. Landlord, management and staff are not responsible for the safe keeping of Tenant personal property.

#### **3. USE OF PREMISES:**

##### **(1) Safety and Security:**

- (A) Tenant understands that Safety and Security is an important responsibility of living at this facility. Management has taken many steps to provide a safe and secure environment; however, the ultimate responsibility lies with those who live in the facility.
- (B) Tenants will be subject to immediate lease termination if:
  - 1. Tenant attempts to bypass the security system by propping doors, allowing access through windows or emergency exits or to someone you do not know, and forcing open locked or alarmed doors. Tenants are not permitted to copy or loan to any other person any key or access card that has been issued by the Landlord. Visitors and guests must, upon request, provide appropriate identification to management and staff.
  - 2. Tenant is a clear danger to themself or the facility population. Examples include: arrest for assault and battery, possession or use of a weapon, possession or sale of narcotics, or other illegal substances or crimes as may be determined to have serious or dangerous implications for Tenants living at this facility, and continued and/or serious violations of security systems or procedures.
  - 3. Tenant willfully damages or destroys facility property.



4. Tenant attempts suicide or other behaviors that result in a determination that continued occupancy would likely result in severe adverse psychological problems for you and/or other Tenants. This may include mental illness, substance abuse, addictive behavior or violation of alcohol and drug rules.
5. Tenant commits acts of physical violence. Such acts include, but are not limited to, fights, domestic altercations or violence, sexual abuse, or use of a weapon of any type or the use of a wheelchair or other mobility device to strike or hit a visitor, staff person or other Tenant.
6. Tenant engages in theft of any kind or the possession of stolen property. This includes the unauthorized possession, use or removal of facility property.

(C) Tenants are expected to conduct themselves in a safe and orderly fashion while residing in the community. Any behaviors deemed as disruptive to sleeping or harmonious community living are prohibited. Any behavior deemed threatening to the general health or safety of Tenants or guests, including oneself, is prohibited. Tenants and guests who are present when violations occur will be held responsible for contributing to those violations if they knowingly had the opportunity to stop the violation and did not, or if they make the conscious decision to not remove themselves from the situation and/or report it to management or staff.

(D) Tenants and individuals visiting the facility and apartments are expected to be tolerant and respectful of the diversity within this community. No person(s) should be discriminated or harassed due to age, race, color, ethnicity, national origin, religion, gender, sexual orientation, marital status, veteran status, disability, and/or socioeconomic status.

(E) Tenant agrees to monitor guests and to educate them to our House Rules and provide them with a copy. Tenant may also ask management to provide guests with a copy of the House Rules.

- (2) **Front Entry:** Tenant understands that our front entry security system is a critical component of maintaining the safety of the property. Tenant agrees not to allow visitors into the building when entering and leaving the building. All visitors must use the entry system by calling the person they are visiting or using a door code. Tenant agrees to not allow entry to unknown visitors using the telephone entry system and to not give their door codes out to anyone except trusted family and friends.
- (3) **Fire Alarms:** Fire warning devices, fire detection systems, fire alarms or firefighting equipment and safety equipment are to be used only in case of emergency. The sounding of a fire alarm is to be taken seriously. In the event of an alarm, follow the facility Emergency Procedures, stay in your apartment unless fire or smoke is in your apartment and you are unable to do so. In such cases, you are to vacate your apartment and the premises immediately if safe and possible to do so. Go to a fire refuge area if not on the ground floor. If Tenants must evacuate, they will be instructed by staff when they will be allowed to return to their apartments. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At lease commencement and three times a year, Landlord will test the smoke detectors in apartments for proper operation and working batteries. Batteries are replaced each fall with the inspection of apartments. Upon notification by Tenant, Landlord will replace batteries. Any tampering or altering of smoke detectors, fire detection systems, fire sprinklers, fire alarms or firefighting equipment is prohibited. Nothing may be hung from or attached to a fire sprinkler head. There must be at least 18 inches of unobstructed space below a fire sprinkler head to assure proper function.



(4) **Prohibited Items:** The following items are prohibited in or about the premises and will be removed from the premises and discarded immediately. In addition, it is considered a breach of the Lease Agreement by the Landlord:

- (A) Decals and stickers because of damage to painted walls, windows, and other surfaces.
- (B) Construction barriers, street signs, newspaper machines, etc. because these constitute stolen property.
- (C) Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
- (D) Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
- (E) Major appliances (such as washers, dryers, extra refrigerators, dishwashers, etc.) because of electrical and plumbing codes.
- (F) Satellite dishes, aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.
- (G) Live-cut Christmas trees because they constitute a fire hazard.
- (H) Drug paraphernalia because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes and water pipes. If prohibited items are observed in a unit, the items will be confiscated and termination of the Lease agreement will be initiated.
- (I) Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to units or buildings other than designated parking areas.

(5) **Guest Supervision and Education/Unapproved Personal Care Attendants:**

- (A) Landlord recognizes the right of Tenant to entertain friends and have guests. Tenant, members of Tenant's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Tenants. Tenants will be held responsible for the conduct of their visitors and guests. During the course of their stay, guests may be required to show that they are authorized guests. Guests are expected to provide identification upon request.
- (B) It is understood that Tenant may have visitors or guests from time-to-time, but Tenant expressly understands that occupancy of the premises is limited to the Tenants household as identified in the lease agreement. Tenants are responsible for assuring that their guests adhere to the House Rules and Lease requirements and other laws and regulations. Visitors and guests must be accompanied by a Tenant at all times. Tenants who leave their guest unattended are subject to having their guests asked to leave the facility. Guests who violate these rules may be asked to leave the facility and may be temporarily or permanently banned from the facility.
- (C) Tenant agrees to accompany and supervise their guests at all times while in the common areas of the building and is responsible for their guest's actions on and around the facility premises. Tenant and their guests shall conduct themselves in a manner not to disturb the peaceful enjoyment of others. Tenant's children and their guests shall not be permitted to play or loiter in halls, stairways, building entrances, parking lots or other common areas. Tenant agrees and understands that they are responsible for the actions of their guests and will educate their



guests in the lease requirements and house rules of the building. Landlord will provide guests with a copy of the House Rules upon request.

- (D) Personal Care Attendants that are not approved by management pursuant to Landlord rules as "Live in Aides" shall be considered guests of the Tenant. As guests, the Tenant is responsible for instructing them regarding their obligations and responsibilities under these House Rules and providing them with a copy of the House Rules. Tenants shall be responsible for the behavior of their guests and such guests are not allowed to be in the common areas of the facilities without Tenant supervision.

**(6) Noise:**

- (A) Tenant shall restrict all sound and noise, including but not limited to surround sound, sub-woofers, stereos, television, voices, furniture moving and vacuuming so as not to be heard outside the unit, including through doors, walls, floors and ceilings between the hours of 10:00 PM and 8:00 AM. Noise between 8:00 AM and 10:00 PM must be controlled as to not disturb the peaceful enjoyment of the building by other Tenants and so as not to interfere with the management of the building.
- (B) All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other Tenants.
- (C) No percussive or electronically amplified musical instruments may be played on the premises with the exception of scheduled activities in common areas approved in advance by Landlord. The use of amplified sound equipment and musical instruments are restricted to use with headphones. Violation of this section may result in the required removal of the equipment from the premises and termination of the lease agreement. Non-electronically amplified acoustic instruments may be played in the premises at a level that does not annoy or interfere with the quiet enjoyment of the other Tenants.

**(7) Offensive Odors/Cooking:**

- (A) Cooking of food in apartments must be done safely and with due care. Appliances and cooking equipment must be UL approved and be in safe working order. Electrical cords and plugs must be in good working condition.
- (B) Use of microwaves, toasters, toaster ovens, hot plates, and appliances with exposed heating elements must be used with care.
- (C) Tenant use or possession of propane, charcoal grills, barbeques, barbeque smokers, and flammable liquids are strictly prohibited in the facility and apartments. Barbeques are provided by Landlord for Tenant use in the common use area of some of the facilities during the summer months.
- (D) Food must be stored appropriately and anything used in food preparation must be cleaned completely.
- (E) Garbage and grease must be disposed of in leak proof bags and placed in the dumpster or trash chute.
- (F) Cooking appliances that do not have automatic shut-offs (e.g., some hot pots and all immersion coils) are prohibited and cannot be used or possessed in the apartments.



- (G) Food being cooked cannot be left unattended.
- (H) Violation of the regulations regarding cooking may result in confiscation of appliances that have been so used, along with other sanctions such as termination of the lease agreement.
- (I) Tenant shall restrict all cooking, smoking and other odors to their unit by closing their unit door and ventilating their apartments.
- (J) Items that require an open flame to operate or that produce heat (e.g., Bunsen burners; space heaters; candles, including decorative; oil burners; candle warmers; alcohol burners) are not allowed in apartments. Burning of incense and herbs is also prohibited.

**(8) Clean and Sanitary Apartments:**

- (A) Tenant agrees to keep their apartments in a clean and sanitary condition. The apartment must be maintained free from odor, insects and pests, and the accumulation of recyclables and garbage. Personal belongings must be arranged to allow access to the unit and may not block appliances, circuit breakers, heating and cooling equipment, hot water heaters, fire doors or windows that are designated an emergency egress. Tenant is responsible for routine cleaning of interior windows, blinds, ovens, appliance, range hoods, floors and bathrooms including removal of mold and mildew. If Landlord is required to undertake any of the obligations outlined in this paragraph, Tenant shall be responsible for any costs incurred by the Landlord.
- (B) If the Landlord is required to clean a unit due to sanitary, health or safety considerations, it shall be the responsibility of the Tenant to reimburse the Landlord for such services. This includes any pest extermination that is required as a result of Tenant living conditions and failure to keep a unit clean, sanitary and pest free.
- (C) Tenants shall not hang or erect anything on or about the interior or exterior of the premises, including their apartment or complex, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the premises and/or apartment of the facility without the prior written consent of management. Tenants are encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the management staff if you have any questions. All interior and exterior doors of the premises including individual apartments and units shall remain free of nails, stickers, or any other additions to the original surface. Door mats are not allowed. To avoid marring the facilities, no posters, flyers or stickers are to be posted on interior or exterior building walls, windows, or doors, including unit doors.
- (D) Holiday decorations may be used within individual units but may not interfere with fire safety equipment such as smoke detectors and must be hung a minimum of 18 inches below fire sprinkler heads. Use of lights or other electrical decorations must be UL approved and may not interfere with the electrical circuitry of the apartment/facility. Decorations may not be hung out of windows. Live-cut trees are prohibited. Tenants may be required by management to take down and remove any decorations at the sole discretion of Landlord or management. Tenants are responsible for any damage or cost for decorations improperly placed or disposed.
- (E) Extension cords are not permitted. If additional outlets are necessary, surge protector power strips with circuit breakers may be used. Each power strip must be individually plugged into a wall outlet; they may not be daisy chained (plugged into another power strip). Electrical power cords may not be placed under carpets or rugs or taped or attached to floors, walls and ceilings.



**(9) Trash disposal and recycling:** All trash shall be bagged in a leak proof plastic bag before depositing in the dumpster or trash chute. Medical waste such as needles, blood products, and related articles are to be disposed of as "medical waste" as required by law and not placed in the dumpster or trash chute. Disposal of furniture, equipment, mattresses, compounds such as paints or chemical cans, automobile or wheelchair batteries, tires, electronic devices such as televisions and computers or computer equipment and other oversize items and non-recyclable items such as batteries, wheelchair or mobility aid parts are not allowed to be placed in the trash chute or dumpster and will result in items being returned to Tenant and/or in additional disposal charges being billed to Tenant. Tenant is strongly encouraged to recycle paper, cardboard, plastic and glass. Tenants who recycle must follow recycling standards such as breaking down cardboard and rinsing glass before recycling. No dumping of trash or other material is allowed on or around the facility.

**(10) Alcohol use:**

- (A) Possession and consumption of alcoholic beverages in the facility is governed by the appropriate state and municipal laws. The Landlord is particularly concerned with behaviors or decisions that lead or may lead to a dangerous misuse of alcohol. Persons who host parties involving alcohol, provide alcohol to underage persons, supply alcohol to persons already intoxicated, or otherwise jeopardize the safety of others through a violation of rules and regulations regarding alcohol are subject to immediate termination of their Lease agreement as well as criminal, and civil charges. Alcoholic beverages shall not be consumed in the common areas of the building except in areas and at times designated by the Landlord or management. Tenant and/or their guests who are visibly intoxicated are prohibited from the common areas.
- (B) Persons under the age of 21 may not possess or consume alcohol anywhere in the facility or apartments, including, but not limited to, rooms and public areas, such as lounges, hallways, and stairwells. Alcohol and empty alcohol containers are absolutely prohibited from being left unattended in public and common use areas of the building.
- (C) In apartments where all tenants are under 21, no alcohol may be possessed or consumed. This includes possession by guests or visitors who are of legal drinking age. Anyone present in an underage apartment where the consumption of alcoholic beverages is occurring will be in violation of this section.
- (D) Open alcoholic beverage containers are only permitted outside of apartments by permission of Landlord and only in areas designated and approved by Landlord regardless of whether a Tenant is of legal drinking age.
- (E) A Tenant living in the facility is responsible for informing guests of rules and regulations regarding the consumption of alcohol and can also be held responsible for any violations of these rules and regulations by the guests.
- (F) Use or possession of kegs, beer balls, beer bongs, tap devices, or funnel devices used for the consumption of alcohol is strictly prohibited in the facility and apartments.
- (G) An underage person who is present in an apartment where some or all of the tenants of that apartment are of legal drinking age may be in violation of this section if there is reasonable suspicion that the underage person is or was in the act of consuming alcohol. Any person suspected to be consuming or in possession of alcohol may be required by a member of the management or staff to produce identification and proof of age. Violations of this section will result in termination of the lease.



- (H) Enforcement of any of these regulations or laws regarding the distribution, possession, or consumption of alcohol shall be done by the Landlord or management and Police. Any person who violates any of the rules regarding the possession or consumption of alcohol will be requested to immediately dispose of the beverage or it will be subject to confiscation. Such persons may also face criminal arrest.
- (I) Those found in violation of the alcohol policy will be treated in a manner consistent with the health and safety of our tenants. Alcohol offenses that include violent behavior, harassment, vandalism, or the blatant disregard for the safety of oneself or others will result in immediate lease termination.

**(11) Common Areas and Equipment:**

- (A) Tenant shall use in a reasonable manner all common areas of the building and the shared equipment provided by the facility. Tenant must accompany and supervise their guests while in the common areas of the building or when using common area equipment. Tenant is required to use common area furnishings, ovens, microwaves, barbeques, computers, fireplaces, washers and dryers and other equipment in a reasonable manner and is required to leave all common areas and equipment in a clean and orderly condition when finished with them. Common area equipment such as chairs and tables may not be removed from the common areas and used in Tenant apartments. Guests and visitors are prohibited from using facility laundry equipment for washing or drying of their laundry. Washers and dryers must be used in a reasonable manner. High efficiency detergents must be used in front loading washers and equipment cannot be overloaded. Tenant is required to monitor their laundry and not leave it unattended. The facility is not responsible for items stolen from the laundry area. The facility is not responsible for loss or damage of personal items left in the common areas of the building. Tenant may not use utilities supplied to common areas of the facility for their personal use. Hallways, common rooms, patios, decks and stairways are to be kept clean and orderly and will not be used for Tenant storage. Tenant is responsible for damages to common areas and common area equipment beyond normal wear and tear. Tenants may use common areas of the building for personal gatherings with the prior permission of the Landlord or management but such gatherings may not exclude other Tenants of the building or staff performing their assigned duties.
- (B) All common areas are to be kept clear of personal belongings and trash. Tenants are required to use common area furnishings, ovens, microwaves, barbeques, computers, fireplaces, and furniture provided by the Landlord and shall not place or use their personal items in the common use areas without the permission of the Landlord. Tenants shall not leave property outside of apartments including personal property and trash. All entry ways and windows are to be kept clear of any obstructions to ensure that all doors close properly and that you can exit safely in the event of emergencies.
- (C) Driveways, sidewalks, courts, halls, entry passages, stairs and other public and common use areas shall not be obstructed at any time. Bicycles are not allowed in the building and may not be chained to any exterior railings, trees, light poles, or any other structure and may not be parked in hallways or other public and common use areas of the facility. Exterior bike racks are provided at all locations. Bicycles may be removed from any other area by Landlord and owner will be charged for such removal of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.

**(12) Repairs:** Tenant shall immediately report in writing all malfunctions of equipment, failure of essential services, or need for repair. Damage caused by the Tenant, Tenants' guests or attendant (such as stoppage of waste pipes or overflow of toilets, showers or defective faucets) shall be paid by the





Tenant as well as any damage to the building or furnishings other than ordinary wear and tear. Tenant may make minor repairs to damage to their apartments at their own expense but all repairs must be completed in a workman-like fashion. Prior written approval from the Landlord or management is required for any major repairs. If the Landlord or management makes the repairs for the Tenant, the Tenant will be charged the actual cost of materials and labor for repairs beyond normal wear and tear.

- (13) **Alterations to your Apartment:** Tenant must receive the written permission of the Landlord prior to altering their apartment in any manner. This includes painting, removing or moving cabinets and/or appliances, removing screens, applying stickers or decals, applying wall paper, or attaching anything other than decorative pictures to the walls, counters, cabinets, floors or ceilings of the apartment. Tenant shall not tamper with hot water heaters, door closers, smoke detectors, fire sprinklers, circuit breakers, exterior lights, heating/cooling equipment, common area thermostats, safety and security equipment or other appliances or make any alterations of any nature on or to the premises unless prior written permission is given by the Landlord or management. Hooks, nails, screws or other attachments shall not be installed in any ceilings. Attachments that shall affect the exterior appearance of the unit, including entry doors, shall require the written consent of the Landlord.
- (14) **Smoking/Odors:** All buildings and facilities including individual apartments are subject to this smoke-free living environment rule.
- (A) The purpose of smoke-free housing is that the Landlord desires to mitigate (i) the irritation and known detrimental health effects caused by second-hand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; (iii) and the increased risk of fire from smoking.
- (B) "Smoking" is defined as inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or substance.
- (C) The goal is to create smoke-free buildings and facilities. Tenant agrees and acknowledges that the premises to be occupied by Tenant and have been designated as a smoke-free living environment. Tenant, their family, friends, guests and invitees shall not smoke anywhere in the apartment rented by Tenant, in the building where the Tenant's apartment is located or in any of the common areas (or adjoining grounds of such building or other parts of the rental community), nor shall Tenant permit any guests or visitors under the control of Tenant to do so. To phase-in this smoke-free living environment rules, smoking will be allowed until **June 1, 2014** in resident apartments and at designated smoking areas on the exterior of the facility.
- (D) The Landlord will promote a "No Smoking" policy. The Landlord shall post no smoking signs at entrances and exits, common areas, and hallways (and in conspicuous places on the grounds adjoining the apartment complex).
- (E) The Landlord is not a guarantor of smoke-free environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the complex as smoke-free, do not make the Landlord or any of its managers or staff the guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its House Rules and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given a report of said smoking.
- (F) The effect of a breach of this rule is that Landlord has the right to terminate the Lease for such violation. A breach of this House Rule shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this House Rule by the Tenant



shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord.

- (G) The Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the complex as smoke-free, does not in any way change the standard of care that the Landlord would have to the Tenant to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce this rule is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this House Rule than any other Landlord obligation under the Lease.
- (H) No incense or other odor producing items shall be used in or about the premises. It is understood by Tenant that offensive noises and odors are expressly prohibited.

**(15) Parking/Vehicle Registration:**

- (A) The facility does not assign parking. The use of unassigned off-street parking shall be limited to personal vehicles in drivable condition, which are properly licensed, insured and owned by Tenant. All Tenant vehicles parked in facility parking must be registered with management. No vehicle repair or maintenance, including the changing of oil or washing of vehicles, shall be made without the written consent of the Landlord. Unauthorized vehicles or vehicles parked in other than a designated space shall be towed at the vehicle owner's expense.
- (B) Due to limited space, Tenants are permitted to have only one (1) vehicle on the property at a time. This includes motorcycles and moving trucks. All vehicles must be able to operate and must be street legal. Spaces are available on a first-come, first-serve basis. Tenants are not permitted to use parking spaces for the parking or storage of boats, trailers, campers, etc. on the premises.
- (C) In the event someone is parked illegally including parking in a disabled parking space without a permit, police will be called to ticket the vehicle. If the vehicle is owned by a Tenant staff may, at their sole discretion, make at least one attempt to call the owner and ask that the vehicle be moved. If the vehicle is not removed the vehicle will be towed. In the event a vehicle is obstructing traffic or obstructing services, such as garbage removal, the management or staff will have the vehicle towed.

**(16) Pets:** Written permission must be received from the Landlord prior to a Tenant acquiring a pet. Pets visiting the facility must be under the direct physical control of the owner while in the public and common areas and grounds of the facility. Pet waste must be immediately picked up and disposed of appropriately. Special rules apply to service animals. See the Pet Rules attachment to this lease for more information.

**(17) Treatment of Staff /Management/Tenant(s):**

- (A) Tenant agrees to exercise discretion and consideration with staff, other Tenants and visitors at all times and to conduct themselves responsibly in all aspects of their personal behavior. Verbal and /or physical abuse will not be tolerated and is grounds for lease termination. Tenants may



not interfere with the management of the building. Tenants are encouraged to use problem solving procedures to resolve disputes with Staff, Management or other Tenants.

- (B) Physical violence, harassment and sexual harassment are prohibited. Sexual harassment is also a violation of federal and state law. Any Tenant, who intentionally physically abuses, harasses, threatens, intimidates, or endangers the health or safety of other Tenants, management or staff may be charged with a violation of this section and be subject to lease termination. This includes acts of physical violence and harassment. Such acts include, but are not limited to, fights, domestic altercations or violence, sexual abuse, or use of a weapon of any type. Harassment, intimidation, discrimination, coercion, pranks and threats in-person and via telephone calls, e-mails, instant messages or other electronic means, including social media sites, regardless of the intention behind the actions, is prohibited. Such behavior may also result in immediate lease termination.

**(18) Rent Payments/Form of Rent Payment:** Rent and charges are due on the first day of each month. Rent is considered past due if not received by the Landlord at the facility office by 12 PM (noon) on the 5<sup>th</sup> day of the month. Tenant will receive a 72-hour notice of the Landlord's intention to terminate the rental agreement if rent is not received on time unless the Tenant notifies the Landlord of extenuating circumstances prior to the 5<sup>th</sup> day of the month. It is the Tenants responsibility to deliver their rent payment on time without notification from the Landlord. Cash will not be accepted by the business office for payment of rent or charges for services. Payment must be by personal check, money order or cashier check payable to the Building. Tenants who must pay a share of their services cost must pay by separate check payable to QUAD Inc. Automated bill payment checks may be sent to the facility address or the QUAD Inc. administrative offices at 5100 SW Macadam Avenue, #130, Portland, Oregon 97239. Bill pay checks must arrive at the respective offices no later than the 5<sup>th</sup> of the month.

**(19) Locks/Lockouts:**

- (A) Locks may not be tampered with or changed without the written consent of the Landlord. Entrance doors to the building shall be kept locked. Entrance doors of the Tenant apartment shall be kept locked in the Tenant's absence. Tenant shall notify Landlord in writing if locks fail to operate properly.
- (B) Tenants will be charged \$5.00 per repeated lockout; a lockout is defined as having to have your door opened because you forgot and/or lost your key. Tenant will be charged the actual cost to replace lost keys, specialty devices and to re-key their apartment if needed. Keys include keys or opening devices to the front door, mailbox, locking drawer, key fobs, proximity cards, electronic access codes and/or other specialty devices. Management and staff will not issue keys to anyone who is not a tenant. Management and staff cannot unlock doors for guests or visitors of Tenants.

**(20) Overnight Guests:** Tenants must obtain prior permission from the Landlord for overnight guests in excess of 3 consecutive days and/or nights or a cumulative annual total of 14 days. Visitors and guests that remain on the property after 2:00 AM are considered overnight guests. Visitors and guests that stay in an apartment for purposes of sleeping during the day and working during the night are also considered overnight guests for purposes of this overnight rule. Allowing someone to stay in your apartment and collecting rent or other payment from them is fraud. Guests must be monitored at all times, facility rules explained to them, and they may not loiter in public or common areas or use common laundry equipment for their personal laundry. Overnight Room Guests, Lodgers and Roommates are strictly prohibited.



**(21) Marijuana/Illegal Drug Use:**

- (A) Tenant understands that they are living in Federally Subsidized Housing. The Federal Government does not recognize the medicinal use of marijuana. Therefore, the use or possession of marijuana, with or without a prescription, the presence of paraphernalia, odor of marijuana and all other illicit drug use, including prescription drugs not prescribed to you or not taken as prescribed is criminal activity under your lease and will result in termination and eviction from the facility. Tenants may not involve management or staff in marijuana use, may not have paraphernalia or marijuana in view of management or staff and may not expose management or staff and other Tenants to marijuana use.
- (B) The use, possession, sale, distribution or attempt to do so, of illegal drugs, hallucinogens or controlled substances, or the evidence of such, including odor, smoke, residue, paraphernalia or illegal substances is prohibited in all buildings. Persons in an apartment where there is evidence of drug use may be held responsible for the use. Drug paraphernalia will be confiscated by management or the Police. Violations of this section will result in immediate termination of the Lease.
- (C) If a Tenant engages in repeated behavior that is in violation of the Rules and Regulations and that is indicative of likely substance abuse problems, will have their lease agreement immediately terminated. Acceptance of a referral to a counseling agency for substance abuse treatment may serve to suspend the implementation of such sanctions at the sole discretion of the Landlord. In such case, a probation period regarding future behavior will be imposed and documentation of an ongoing relationship with the agency may be required.

**(22) Solicitation/Commercial Use of Apartment:**

- (A) Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the premises or about the property. Tenants are requested to notify Landlord of any such activity. Any door-to-door solicitation is regarded as an invasion of privacy and is therefore prohibited. This applies to both commercial and non-commercial solicitation and to distribution or posting of written materials. Any postings must be approved by management or staff and may be placed in designated locations only.
- (B) Tenants may not use their apartments, for any commercial purpose whatsoever without the permission of the Landlord. If Tenant is allowed by Landlord to conduct a business or other commercial purpose from their apartment, it must comply with all city, county, state and federal laws and regulations for operating a business, including appropriate licensure and registration with the city, county and state governments. Landlord may request and Tenant must provide copies of business license, incorporation documents, assumed business name registration and other federal, state and local documents establishing compliance with legal requirements for operation of a business including a non-profit.

**(23) Care and Use of Facilities:** The Landlord requires proper care and use of facilities at all times. Tenants are financially responsible for keeping their apartments and its contents in good order and free from damage by themselves and others. Tenants may not engage in any activity that can damage facilities or property. Any such action is cause for financial liability for any damages and the possibility of other sanctions in accordance with these rules. Specifically:

- (A) Recreational equipment such as pool tables, ping pong tables, foosball tables, pools, etc. are not allowed in apartments or common areas of the facility. Sports or similar activities (including frisbee, skateboarding, bicycling, bouncing balls, or water sports) are not allowed in the building or exterior common use areas of the building including the parking lot.



- (B) Landlord-owned furniture and equipment (such as stereos, televisions, microwaves, and recreational equipment) may not be taken from, or moved within, the building without written permission from management.
- (C) No one may tamper with (or alter) the electrical system or any other cables or wiring in the building. This includes circuit breakers, switches, wiring, and any data/telecommunication cables.
- (D) Screens, windows, and window railings must remain in place at all times. Tenants and guests are prohibited from hanging out of their windows or throwing or handing any items through their windows. Tenants and guests are prohibited from entering or exiting the halls or apartments or common areas through windows.
- (E) Tenants and guests may not paint, wallpaper, write on apartment walls and doors, or remove any door within their apartment or units. Tenants and guests may not make holes of any kind in their apartment walls, doors, or ceilings. In the apartments, a few well-placed picture hangers in walls are acceptable. Excessive damage or holes in the apartments will be assessed a damage charge. No holes or nails in ceilings or doors are allowed.
- (F) No one may damage, vandalize or deface common areas, including hallways, bathrooms, lounges, laundry rooms, elevators, and stairwells.
- (G) No one may damage, vandalize, alter or deface their apartment or furnishings provided by Landlord.
- (H) Tenants and guests are prohibited from entering or using bathrooms that are designated for the opposite gender.
- (I) No one may interfere with the operation of smoke detectors, fire sprinklers or any other life safety systems or devices.
- (J) Lounges and common use areas are not to be slept in by Tenants or their guests.
- (K) Tenants and their guests are required to maintain an appropriate level of cleanliness and orderliness within their apartment. Unsanitary conditions, such as garbage, dirty or improperly stored dishes, spoiled or outdated food items, dirty clothes, or excessive clutter, etc., are prohibited and must be corrected. Each apartment must have clearly defined passage areas to be used in case of emergency and to service appliances, plumbing, and life safety equipment. Common courtesy and common sense should be the guide. Please contact management if you have questions on how to meet these standards.
- (L) Tenants and their guests are not to use or take items of property belonging to management or staff without their express permission. Carts, ladders, hand trucks and other facility equipment **may not** be taken from the facility premises and must be returned immediately after use to the designated area in each building. Unauthorized removal of food or other items from the common area/staff refrigerator, cupboards and drawers is considered theft.
- (M) Violation of this section will result in financial liability for all custodial or maintenance charges as well as damages that may result. Additional sanctions may also apply, including termination of your lease agreement. Criminal charges may also be incurred. Since violation of this section may create a clear danger to members of the facility civil liabilities may also apply.



**(24) Weapons and Explosives:**

- (A) Weapons, firearms, pistols, rifles, ammunition, explosives, dangerous chemicals, fireworks, gasoline or any other flammable liquids are not permitted in the facility or apartments. Other dangerous items that includes, but is not limited to, air guns, spring guns, slingshots, paintball and paint pellet guns or other instruments in which the propelling force is a spring, compressed air, or CO2 are prohibited. Knives, except for those expressly used in food preparation, are prohibited. Billy clubs, numb chucks, switchblades and electric stun guns are prohibited. Decorative or martial arts weapons are prohibited. Possession of bows and arrows is also prohibited. Weapons for use in hunting may never be brought into a facility or apartment. All prohibited weapons and explosives will be confiscated by the management or Police. Violation of this section may result in immediate termination of the lease agreement.
- (B) Implying possession of, threatening to use, displaying to any person (including to any other Tenant of the leased premises), brandishing, using, or discharging a weapon in the leased premises for any reason is prohibited. Tenants shall timely report to the Landlord the presence in the leased premises of any person whom the Tenant has reason to believe is in possession of or carrying a weapon in violation of this policy, unless doing so would subject the Tenant or others to imminent threat of physical harm.

**(25) Misuse of Video/Cable/Computer Equipment:** Any unauthorized use of video equipment, the cable system, internet access, or computers may result in termination of the lease agreement. Tampering with cable equipment, electronic systems, internet connections, and/or the theft of cable or internet service or services accessed via cable or internet is prohibited. Use of any video equipment or computer technology in a manner that impermissibly infringes upon another person's right to privacy or is a copyright infringement may also result in lease termination and/or the required removal of the video equipment or computer technology from the apartment. Furthermore, other misuses of Landlord - or personally owned - computers, including hacking into another person's computer, sending harassing e-mail, instant messaging, blogs or other online journals, etc., is strictly prohibited and may result in lease termination. Tenants are responsible for their computer and things that are sent from it when they leave it unattended or leave it unsecured. Conversely, if you send something from someone else's computer or another person's wireless internet connection, you may be charged. Tenants are responsible for the content of personal web spaces. Threatening or harassing content or content promoting activity which would constitute a breach of state, federal or local laws or ordinances is prohibited. All Tenants shall comply with the Landlords Internet Access Service Agreement, Online policies and the Internet providers Acceptable Use Policy; any such violation shall result in the termination of the lease agreement.

**(26) Gambling:** No Tenant, visitor or guest shall gamble for money or other valuables in the Facility except as part of an activity or event authorized by Landlord. This includes gambling online using wireless access networks.

**4. RIGHT OF ACCESS:**

- (1) Tenants shall not unreasonably withhold consent to the Landlord to enter the premises or the dwelling unit to inspect, make necessary or agreed upon repairs, alterations or improvements, or to show the unit to a prospective Tenant.
- (2) In case of an emergency, including concern for the wellbeing of a Tenant, Landlord may enter the dwelling unit or any portion of the premises under the Tenant's exclusive control without the consent of the Tenant, without notice to the Tenant and at any time.



- (3) If the Landlord makes such an entry, the Landlord shall give the Tenant actual notice within 24 hours after entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered the premises pursuant to ORS 90.322(b).
- (4) In all other cases, the Landlord shall issue at least a 24-hour notice to the Tenant of the Landlord's intent to enter the premises at a reasonable time for necessary purposes, including inspections or repairs pursuant to ORS 90.322(f).

## 5. NOTICES:

- (1) Notices shall be either actual or written as provided by ORS 90.150 and HUD regulations and shall be as follows:
  - (A) Verbal notice that is given personally to the Landlord or Tenant or left on the Landlord's or Tenant's telephone answering device.
  - (B) Written notice that is personally delivered to the Landlord or Tenant, left at the Landlord's rental office, sent by facsimile to the Landlord's residence or rental office or to the Tenant's dwelling unit, or attached in a secure manner to the main entrance of the Landlord's residence or Tenant's dwelling unit.
  - (C) Written notice that is delivered by first class mail to the Landlord or Tenant. If the notice is mailed, the notice shall be considered served three days after the date the notice was mailed.
  - (D) Any other method reasonably calculated to achieve actual receipt of notice, as agreed to and described in a written rental agreement.
- (2) Tenant shall provide Landlord with a 30 day written notice of Tenant's intent to vacate the premises. If the Tenant vacates the unit prior to the date provided in the notice, Tenant shall be liable for the prorated rent for the unit at the full **unsubsidized** daily rental rate. HUD does not allow rent subsidy to be paid on vacant units. In the event of the death of a sole tenant, the unit must be vacated in 10 calendar days. If the unit is not vacated within 10 days from the date of death, rent will be charged at the full unsubsidized rate for those days exceeding 10 days from the date of death. Units shall be considered occupied and rental charges will apply until the Tenant turns in their keys and a move-out inspection is completed.
- (3) Tenant shall give actual notice to Landlord of any anticipated extended absences from the premises in excess of seven (7) days, no later than the first day of the extended absence, pursuant to ORS 90.340.
- (4) Tenant shall notify the Landlord in writing of any post office box address or telephone number to be used by the Tenant.
- (5) Tenant agrees to participate in a move-out inspection and to provide the Landlord a forwarding address at the time of termination/move-out.

## 6. TERMS AND CONDITIONS:

- (1) At the termination of the tenancy, the unit must be left "broom" clean with all personal property, furniture and trash removed from the unit. Further, at the termination of the tenancy at any time by any means, any goods, chattels, motor vehicles, or other personal property abandoned by the Tenant at the premises shall be considered abandoned property and shall be disposed of in the manner provided by ORS 90.425.



- (2) At time of termination of the tenancy, the security deposit may be used to secure the performance of the terms of the rental agreement pursuant to ORS 90.300. Any outstanding amounts due as a result of the termination of the tenancy will be deducted from the security deposit. The Landlord shall provide to the Tenant a written accounting that states specifically the basis or bases of the claim. Landlord may claim any excess amounts due as a result of the termination of tenancy and such amounts may be consigned to a collection agency. Should it become necessary to collect such excess amounts due from Tenant as a result of the termination of the tenancy and failure of the security deposit to cover such costs and expenses, the Tenant shall be responsible for all costs associated with the collection of such amounts including costs, filing fees and attorney fees.
- (3) Tenant acknowledges that the rental unit being leased by the Landlord to the Tenant is the Tenant's only residence. Tenant agrees that if they are absent from the leased residence for a period of 90 days or more that they must vacate their rental unit. Such absence shall include a stay in a hospital or other health care facility for such period.

## 7. TERMINATION RIGHTS AND RESPONSIBILITIES:

- (1) If rent is more than five (5) days past due, the Landlord may issue a 72-hours' written notice of non-payment of rent with the Landlord's intention to terminate the rental agreement if not paid within that period. Such notice shall specify the amount of rent that must be paid and the date and time by which the Tenant must pay the rent to cure the nonpayment of rent. If the Tenant fails to timely pay the rent, the Landlord shall initiate action pursuant to the Oregon Residential Landlord and Tenant Law.
- (2) The following acts or omissions shall justify termination of the rental agreement after 24 hours written notice. Except as provided in subsection (2) of this section, after at least 24 hours' written notice specifying the acts and omissions constituting the cause and specifying the date and time of the termination, the Landlord may terminate the rental agreement and take possession as provided in ORS 105.105 to 105.168, if:
  - (A) The Tenant, someone in the Tenant's control or the Tenant's pet seriously threatens to inflict substantial personal injury, or inflicts any substantial personal injury, upon a person on the premises other than the Tenant;
  - (B) The Tenant or someone in the Tenant's control recklessly endangers a person on the premises other than the Tenant by creating a serious risk of substantial personal injury;
  - (C) The Tenant, someone in the Tenant's control or the Tenant's pet inflicts any substantial personal injury upon another Tenant living in the immediate vicinity of the premises;
  - (D) The Tenant or someone in the Tenant's control intentionally inflicts any substantial damage to the premises or the Tenant's pet inflicts substantial damage to the premises on more than one occasion;
    1. The Tenant intentionally provided substantial false information on the application for the tenancy within the past year;
    2. The false information was with regard to a criminal conviction of the Tenant that would have been material to the Landlord's acceptance of the application; and
    3. The Landlord terminates the rental agreement within 30 days after discovering the falsity of the information; or
  - (E) The Tenant, someone in the Tenant's control or the Tenant's pet commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises. For





purposes of this paragraph, an act is outrageous in the extreme if the act is not described in the above paragraphs, but is similar in degree and is one that a reasonable person in that community would consider to be so offensive as to warrant termination of the tenancy within 24 hours, considering the seriousness of the act or the risk to others. An act that is outrageous in the extreme is more extreme or serious than an act that warrants a 30-day termination under ORS 90.392. Acts that are "outrageous in the extreme" include, but are not limited to, the following acts by a person:

1. Prostitution, patronizing a prostitute or promoting prostitution, as described in ORS 167.007, 167.008 and 167.012;
2. Manufacture, delivery or possession of a controlled substance, as described in ORS 475.005, but not including:
  - a. The medical use of marijuana in compliance with ORS 475.300 to 475.346;
  - b. Possession of, or delivery for no consideration of, less than one avoirdupois ounce of marijuana as described in ORS 475.860 (3) or 475.864 (3); or
  - c. Possession of prescription drugs not prescribed to Tenant;
3. Intimidation, as described in ORS 166.155 and 166.165; or
4. Burglary as described in ORS 164.215 and 164.225.

(F) An act can be proven to be outrageous in the extreme even if the act is one that does not violate criminal statute.

(3) If the cause for a termination notice given pursuant to subsection (i) of this section is based upon the acts of the Tenant's pet, the Tenant may cure the cause and avoid termination of the tenancy by removing the pet from the premises prior to the end of the notice period. The notice must describe the right of the Tenant to cure the cause. If the Tenant returns the pet to the premises at any time after having cured the violation, the Landlord, after at least 24-hours' written notice specifying the subsequent presence of the offending pet, may terminate the rental agreement and take possession as provided in ORS 105.105 to 105.168. The Tenant does not have a right to cure this subsequent violation.

(4) After delivery of written notice by Landlord the rental agreement may be terminated by Landlord for cause and Landlord may take possession of the unit pursuant to Oregon Forcible Entry and Wrongful Detainer Statute (FED), unless the Tenant cures the violation as provided in this section. Causes for termination under this section are:

(A) Material violation by the Tenant of the rental agreement. For purposes of this paragraph, material violation of the rental agreement includes, but is not limited to, the nonpayment of a late charge a utility or service charge.

(B) Material violation by the Tenant of any of the following:

1. Use the parts of the premises including the living room, bedroom, kitchen, bathroom and dining room in a reasonable manner considering the purposes for which they were designed and intended.
2. Keep all areas of the premises under control of the Tenant in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the Tenant is responsible for causing the problem. The Tenant shall cooperate to a reasonable extent in assisting the Landlord in any reasonable effort to remedy the problem.



3. Dispose from the dwelling unit all ashes, garbage, rubbish and other waste in a clean, safe and legal manner. With regard to needles, syringes and other infectious waste, the Tenant may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies.
4. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises.
6. Behave and require other persons on the premises with the consent of the Tenant to behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors.
7. Tenant may not remove or tamper with a smoke alarm, smoke detector or carbon monoxide alarm, or
8. Deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.

(C) Failure by the Tenant to pay rent.

**(5)** The notice under this section must:

(A) Specify the acts and omissions constituting the violation;

(B) State that the rental agreement will terminate upon a designated date not less than 30 days after delivery of the notice; and

(C) If the Tenant can cure the violation state that the violation can be cured, describe at least one possible remedy to cure the violation and designate the date by which the Tenant must cure the violation.

**(6)** If the violation described in the notice can be cured by the Tenant by a change in conduct, repairs, payment of money or otherwise, the rental agreement does not terminate if the Tenant cures the violation by the designated date. The designated date must be:

(A) At least 14 days after delivery of the notice; or

(B) If the violation is conduct that was a separate and distinct act or omission and is not ongoing, no earlier than the date of delivery of the notice. For purposes of this paragraph, conduct is ongoing if the conduct is constant or persistent or has been sufficiently repetitive over time that a reasonable person would consider the conduct to be ongoing.

**(7)** If the Tenant does not cure the violation, the rental agreement terminates as provided in the notice.

**(8)** If the cause of a written notice delivered under this section is substantially the same act or omission that constituted a prior violation for which notice was given under this section within the previous six months, the designated termination date stated in the notice must be not less than 10 days after delivery of the notice and no earlier than the designated termination date stated in the previously given notice. The Tenant does not have a right to cure this subsequent violation.



- (9) A Landlord may not terminate a rental agreement under this subsection if the only violation is a failure to pay the current month's rent.
- (10) The application is made a part of this rental agreement. Any omission or misstatement by the Tenant on the application or the rental agreement may, at the option of the Landlord, be grounds for termination of tenancy.
- (11) Nothing in this Agreement shall limit the right of Tenant or Landlord to terminate this agreement as provided by law. If at some future date the courts should rule a portion of this rental agreement unenforceable, it shall only affect that portion of the rental agreement and all other provisions of the rental agreement shall be in force.

**8. INDEMNIFICATION:**

Landlord shall not be liable for any damage or injury to the Tenant, the Tenant's family, guests, invitees, agents or employees or to any person entering the premises or the building of which the premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

ANY VIOLATION OF THESE HOUSE RULES ALSO CONSTITUTES A BREACH OF THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE, INCLUDING TERMINATION OF THE LEASE AGREEMENT AND EVICTION FROM THE FACILITY. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL.

TENANT ACKNOWLEDGES THAT TENANT HAS READ THESE HOUSE RULES, RIGHTS, RESPONSIBILITIES AND REQUIREMENTS AND TENANT AGREES TO ABIDE BY THESE HOUSE RULES DURING THE TERM OF THE LEASE. TENANT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL HOUSE RULES APPLICABLE TO THE FACILITY AND TO AMEND OR MODIFY ANY HOUSE RULE CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

I, THE UNDERSIGNED HAVE READ AND UNDERSTAND MY RIGHTS, RESPONSIBILITIES AND REQUIREMENTS AS A TENANT OF THIS FACILITY. I AGREE TO FOLLOW AND ABIDE BY THE ABOVE STATE RULES AT ALL TIMES DURING THE TENANCY. I UNDERSTAND THAT VIOLATION OF THE ABOVE RULES MAY LEAD TO TERMINATION OF MY LEASE AGREEMENT AND EVICTION FROM THE FACILITY.

WITNESS:

Quadriplegics United Against Dependency Inc. (QUAD Inc.), Management Agent on behalf of

\_\_\_\_\_, LANDLORD

By: \_\_\_\_\_  
Management Agent

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant

DATE: \_\_\_\_\_

\_\_\_\_\_  
Co-Tenant/Witness

DATE: \_\_\_\_\_



## Pet Rules

### Lease Attachment #4

Tenants wishing to acquire a pet must get Management authorization in writing prior to allowing the pet in the household.

#### General Information:

It is the policy of the Landlord to allow Tenants to keep common household pets as provided for in HUD Rules (4350.1, Chapter 32). "Common household pet" means a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle that is traditionally kept in the home for pleasure rather than commercial purposes. "Exotic Pets" such as snakes and Insects are not allowed. All pets must be registered with facility management and meet the requirements listed in this policy.

#### Registration/Management Approval:

All pets must be registered and approved by management before they may be brought onto the buildings premises. The pet registration must be updated annually with the Tenant's annual recertification. The registration must include the following items:

- A certificate signed by a licensed veterinarian or State or local authority empowered to inoculate animals, which states that the pet has received all required inoculations required by applicable State, or local law or regulations.
- Proof of licensure if applicable.
- Proof of spay or neuter if applicable.
- Proof of compliance with any other requirements as required by state and local regulations.
- Information sufficient to identify the pet and to demonstrate that the pet is a common household pet.
- Name address and phone number of a responsible party who will care for the pet in case of emergency.

#### Pet Restrictions:

- Only one pet, other than those contained in one tank or one cage is allowed per unit.
- Attendant time is not allowed to be used for the care and maintenance of pets.
- Pets are limited to 20 pounds.
- All cats and dogs must be spayed and neutered and evidence provided.
- Pets may not be left unattended in a unit for more than a 12-hour period.
- Tenants are responsible for controlling the noise and odors caused by a pet.
- Pets must be licensed if applicable by State or local regulation

#### Sanitary Standards:

- Tenants are prohibited from permitting their pets to exercise or deposit waste in any area of the facility grounds except those designated by management.



- Tenants are responsible for picking up and disposing of removable pet waste. A waste removal charge of \$5.00 per occurrence will be charged to any Tenant that does not remove their pet waste.

***In the case of cats or other pets using a litter box:***

- The litter box must be changed at least once per week with all contents bagged and deposited in the trash. Pet odors must be controlled so as to not negatively impact the livability of the building.
- Pet waste must be separated from litter at least once per day, bagged and disposed of in the trash.

**Pet Restraint:**

All pets must be appropriately and effectively restrained by leash and under control of a responsible party while in the facility hallways, common areas and grounds.

**Pet Deposit:**

Tenants who own cats or dogs are required to pay a \$120.00 refundable pet deposit. The deposit will be used to pay reasonable expenses directly attributable to the presence of the pet including but not limited to the cost of repairs and fumigation of the Tenant's dwelling unit and the cost of animal care facilities for the protection of the pet if necessary. The unused portion of the pet deposit will be refunded upon Tenant move out or if the Tenant no longer keeps the pet in the dwelling unit.

**Notice to Tenant:**

Failure to register a pet, update a registration or comply with the Pet Rules is grounds for termination of tenancy. Tenants will receive a written notice and explanation of any violation of the pet rules in accordance with your lease and HUD regulatory requirements.

**Reasons for refusal to allow pets:**

- A pet is not a common household pet.
- Keeping a pet would violate an applicable pet rule.
- A pet owner fails to provide complete pet registration information or fails to annually update the pet registration.
- Management reasonably determines based on a pet owners habits and practices, that a pet owner will be unable to keep the pet in compliance with pet rules and other lease obligations.
- A pet's temperament may be considered a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.



## **Exclusion for Animals that Assist People with Disabilities**

This policy does not apply to animals that assist people with disabilities. There is a separate policy for Service Animals. To qualify for exclusion from these rules the Tenant must certify that:

- An individual has a disability, as defined in the Acts,
- the animal is needed to assist the person with a disability, and
- the individual who requests the reasonable accommodation demonstrates that the animal assists, supports or provides services to the person with disabilities.

## **SERVICE ANIMALS**

### **Service Animals:**

- Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid - similar to the use of a cane, crutches or wheelchair. Service animals are exempt from size limitations and pet deposit fees.

### **Verification of Disability and Reasonable Accommodation for a Service Animal:**

The Tenant must provide written third party verification that s/he has a disability and that the accommodation is necessary to give the Tenant equal opportunity to use and enjoy the building. The Service Animal must qualify as a reasonable accommodation under Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act (the Acts). An animal qualifies as a reasonable accommodation if:

- an individual has a disability, as defined in the Acts,
- the animal is needed to assist with the person with a disability, and
- the individual who requests the reasonable accommodation demonstrates that the animal assists, supports or provides services to the person with disabilities.

### **Service Animal Requirements:**

- Tenants must register service animals with management providing identification of the animal and contact information for a designated person to care for the assistance animal in an emergency.
- Tenants with service animals are required to follow noise regulations, to dispose of animal waste appropriately, and to ensure that animals do not cause property damage.
- Tenants must control their service animal at all times so as not to disrupt the livability of the building for other Tenants and staff. Service animals must be under leash control in the common areas and grounds of the building.
- Tenants must provide proof of licensure, inoculation and other requirements as required by local laws on an annual basis.
- Tenants must perform care related to service animals including picking up and disposal of waste.
- Tenants are responsible for any damages to any property caused by assistance animal.



**Animal Care and Supervision:**

- The Tenant is responsible for the care of his/her service animal. The animal must be supervised and the Tenant must retain full control of the animal at all times. This generally means that while the animal is in common areas, it is on leash, in a carrier, or otherwise in the direct control of the animal owner. When in the presence of others, the animal is expected to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.).

The Tenant is responsible for the proper disposal of animal waste - Never allow the service animal to defecate on any property, public or private (except the Tenant's own property), unless the Tenant immediately removes the waste. If you need assistance with cleanup, make arrangements for such help through family, friends or advocates.

- The Tenant is responsible for service animals that defecate in the interior common areas or exterior walkways of the building. The Tenant is further responsible for cleaning up any accidental pet waste or hair in facility common areas and specifically facility laundry areas and equipment.

**WITNESS:**

Quadriplegics United Against Dependency Inc. (QUAD Inc.), Management Agent on behalf of \_\_\_\_\_, LANDLORD

By: \_\_\_\_\_  
Management Agent

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tenant

DATE: \_\_\_\_\_

\_\_\_\_\_  
Co-Tenant/Witness

DATE: \_\_\_\_\_

