

- (3). To use the dwelling as their residence and not pursue any business on the premises without written approval by the Owner. Tenant will not assign or transfer this Lease and will not sublet the dwelling.
- (4). To conduct themselves, and require others on the premises with their consent to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.
- (5). To keep all areas, plumbing fixtures, and appliances under their control as clean as their condition permits, and to dispose of all waste in a clean and safe manner. Tenant also agrees to maintain the assigned yard area in good order.
- (6). To notify the Owner promptly of need for repairs to the dwelling and of any unsafe conditions that may lead to damage or injury. Tenant agrees to pay reasonable charges for repair of damages to the dwelling or to the furnishings and fixtures owned or supplied by the Owner, when such damage was the result of willful or negligent acts of the Tenant Family or their guests.
- (7). To not make any alterations, changes, repairs or remodeling of the premises and equipment without prior written consent of the Owner.
- (8). To notify the Owner of any anticipated absence in excess of seven days. During any such absence, the Owner may enter the dwelling when reasonably necessary.
- (9). To not have waterbeds, unless specifically stated and agreed to in writing by the Tenant and Owner.
- (10). To not keep or allow pets on the premises, unless specifically stated and agreed to in writing by the Tenant and Owner.
- (11). To test at least once every six months and replace batteries as needed in any smoke detector provided by the Owner and to notify the Owner in writing of any operating deficiencies as described in ORS 479.275.
- (12). To not remove or tamper with a properly functioning smoke detector, including removing any working batteries, as provided in ORS 479.300.

**6. OWNER RESPONSIBILITIES.**

- (1). The Owner agrees to make all repairs and do whatever necessary to put and keep the premises in a fit and habitable condition in compliance with applicable State, County, and municipal laws and regulations. The Owner shall maintain the dwelling and all equipment provided therewith, as well as common areas, facilities, and equipment provided for the use and benefit of the Tenant, in compliance with the Housing Quality Standards on the basis of which this Lease was approved by the Housing Authority of Clackamas County.
- (2). The Owner will provide:
  - (i). Effective water and weather protection;
  - (ii). Plumbing which conforms to applicable code and is maintained in good working condition;
  - (iii). Hot and cold running water furnished to appropriate fixtures;
  - (iv). A connection to an approved sewage disposal system;
  - (v). Adequate heating facilities;
  - (vi). An electrical system which conforms to applicable code and is maintained in good working order;
  - (vii). Adequate receptacles for the removal of garbage;
  - (viii). Safety from fire hazards;
  - (ix). That the premises be in a clean and sanitary condition and will maintain all areas under her/his control in a similar condition;
  - (x). Compliance with the HUD lead-based paint regulations; and
  - (xi). Lockable doors and windows that are accessible from outside.
- (3). The Owner shall respond in a reasonable time to calls by the Tenant for services consistent with above obligations.
- (4). Where applicable (as in the case of multi-unit buildings), such maintenance with respect to common areas, facilities, and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns and shrubs, and removal of snow and ice.
- (5). Extermination services shall be provided by the Owner as conditions may require.
- (6). Repainting shall be provided by the Owner as conditions may require.

**7. PRIVACY.**

The Tenant agrees that the Owner or a duly authorized agent will be permitted to enter the Tenant's dwelling for the purpose of examining the condition thereof or for making improvements or repairs. The Owner shall give the Tenant at least 24 hours' actual notice of the intent of the Owner to enter and the Owner may enter only at reasonable times. The Owner may not enter if the Tenant, after receiving the Owner's notice, denies consent to enter by giving actual notice of the denial. The Owner has the right to enter the dwelling without prior notice if there is reason to believe that an emergency exists which requires such entrance. The Owner shall, within 24 hours after such an entry, give actual notice to the Tenant of 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. If the Tenant requests repairs or maintenance in writing, the Owner or persons acting on behalf of the Owner, without further notice, may enter upon demand, in the Tenant's absence or without the Tenant's consent for the purpose of making the requested repairs until the repairs are completed. The Owner shall not abuse the right of access nor use it to harass. The Tenant shall not unreasonably withhold consent.

**Signatures**

**Tenant**

**Owner**

\_\_\_\_\_  
Print or Type Name of Tenant

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date