

RESOLUTION NO. 321

A RESOLUTION AUTHORIZING THE LEASE OF THE HISTORICAL HARLOW HOUSE TO THE TROUTDALE HISTORICAL SOCIETY.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT the City Administrator be authorized to execute a lease in substantially the form as attached hereto to the Troutdale Historical Society, a non-profit corporation.

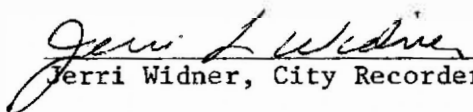
ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE this 12th day of February, 1980.

YEAS: 4

NAYS: 0

  
\_\_\_\_\_  
R. M. STURGES, Mayor

ATTESTED BY:

  
\_\_\_\_\_  
Jerri Widner, City Recorder

THIS AGREEMENT, entered into in duplicate this \_\_\_\_\_ day of February, 19 80, by and between THE CITY OF TROUTDALE, lessor, and THE TROUTDALE HISTORICAL SOCIETY, a Non-profit Corporation, lessee;

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the terms of lessee's covenants herein contained, lessor does hereby demise and let unto the lessee and lessee hires from lessor for use as a residence those certain premises described as See Exhibit "A" attached hereto and by reference made a part hereof located at \_\_\_\_\_

on a month to month tenancy beginning \_\_\_\_\_, 19\_\_\_\_ } (Indicate which)  
 for a term of \_\_\_\_\_ commencing \_\_\_\_\_, 19\_\_\_\_, and ending \_\_\_\_\_, 19\_\_\_\_ }

at a rental of \$\_\_\_\_\_ per month, payable monthly in advance on the 1st day of each and every month. Rents are payable at the following address: 104 Kibling Street, Troutdale, Oregon

It is hereby agreed that if rent is unpaid after four (4) days following due date, the lessee shall pay a late charge of \$1.00 per day computed to include the first day due and continuing until both rent and late charges are fully paid. Any dishonored check shall be treated as unpaid rent and shall be subject to the same late charge plus \$5.00 as a special handling fee and must be made good by cash, money order or certified check within 24 hours of notification.

It is further mutually agreed between the parties as follows:

- Said aforementioned premises shall be occupied by no more than 2 adults and 0 children;
- Lessee shall not violate any city ordinance or state law in or about said premises;
- Lessee shall not sub-let the demised premises, or any part thereof, or assign this lease without the lessor's written consent;
- If lessee fails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, lessor at lessor's option, and after proper written notice, may terminate this tenancy;
- Lessee shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted; a fee is herewith paid, no part of which is refundable, for cleaning up and restoring the premises in the following amount; \$ -0-
- There shall be working locks on all outside doors; lessor shall provide lessee with keys for same;
- Lessee  Lessor  shall properly cultivate, care for and adequately water the lawn, shrubbery and grounds;
- Lessor shall supply electric wiring, plumbing facilities capable of producing hot and cold running water and adequate heating facilities;
- The lessee shall pay for all natural gas, electricity, and telephone service. All other services will be paid for by Lessor and Lessee as follows:

or otherwise dispose of any such property as provided by law, unless within said 15-day period tenant removes the property. Failure to remove the property within 15 days will be conclusive evidence of abandonment.

16. The owner (or agent for service) is \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

The manager is \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

17. Any holding over by the lessee after the expiration of the term of this rental agreement or any extension thereof, shall be as a tenancy from month to month and not otherwise;

18. If this is a month-to-month tenancy only, then, except as otherwise provided by statute, this agreement may be terminated by either party giving the other at anytime not less than 30 days' notice in writing\* prior to the date designated in the tenancy termination notice, whereupon the tenancy shall terminate on the date designated;

19. Lessor acknowledges receipt of the sum of \$ \_\_\_\_\_ as a security deposit to be applied to remedy the lessee's default in lessee's performance of the terms of this lease (including non-payment of rent) and to repair damages to said premises caused by lessee and/or anything under lessee's control not including ordinary wear and tear. Should costs of repairing damage exceed the amount of security deposit, then lessee shall be responsible for all costs of repairs in excess of the security deposit. Lessor also acknowledges receipt of the sum of \$ \_\_\_\_\_ to insure the return of keys to said dwelling unit; said sum to be refunded upon the return of all such keys;

20. Pets are allowed , not allowed  (indicate which). If allowed to consist of \_\_\_\_\_  
Lessee will be held responsible for all damage caused by pets and pay an additional fee of \$ \_\_\_\_\_ prior to bringing a pet onto the leased premises. Breach of this provision will be considered a threat of immediate irreparable damage under paragraph 13.

21. The lessee further agrees that failure by the lessor at any time to require performance by the lessee of any provision hereof shall in no way affect lessor's right hereunder to enforce the same, nor shall any waiver by said lessor 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.

22. The following personal property is included and to be left upon the premises when tenancy is terminated \_\_\_\_\_  
None

23. Additional provisions: The Lessee is hereby granted the right to sub-lease the premises in accordance with the "Rental Agreement, attached hereto and Marked Exhibit "A" and by reference made a part hereof.

	Lessee	Lessor	Lessee	Lessor
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage Service	<input checked="" type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oil & Elect.	<input checked="" type="checkbox"/>

10. The lessee agrees to assume all liability for damages that may result from leaks or overflows, through negligence of the lessee, of any of the plumbing fixtures in said demised premises and to be responsible for any damage or breakage of equipment, and to hold lessor harmless for any damages suffered on or about the premises by lessee, their visitors or guests, including damages suffered by the use of electrical appliances.

11. Nothing herein shall be construed as waiving any of the rights of either party hereto;

12. In the event any suit or action is brought to collect any of said rents or to enforce any provision of this agreement or to repossess said premises, reasonable attorney's fees may be awarded by the trial court to the prevailing party in such suit or action together with costs and necessary disbursements; and on appeal, if any, similar reasonable attorney's fees, costs and disbursements may be awarded by the appellate court to the party prevailing on such appeal;

13. If the lessee, or someone in the lessee's control, irreparably endangers the health or safety of the lessor or other tenants or irreparably damages or threatens immediate irreparable damage to the dwelling unit, the lessor, after 24 hours' written notice specifying the causes, may immediately terminate the rental agreement and take possession in the manner provided in ORS 105.105 to 105.160;

14. The lessee 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;

15. Property of the tenant left on the premises after surrender or abandonment of the premises, or termination of this rental agreement by any means except court order, shall be deemed abandoned. Upon 15 days notice to tenant, in writing, landlord shall have the right to store, sell

Lessee further agrees:

- That he has personally inspected the premises and finds them satisfactory at the time of execution of this agreement;
- That he has read this agreement and all the stipulations contained in the lease agreement.
- That no promises have been made to him except as contained in this agreement and lease, except the following: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written and lessee, by affixing his signature hereto, acknowledges receipt of one copy of the executed documents.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee