

LUTHER HOUSE APARTMENT RENTAL AGREEMENT

Revised April 2023

This agreement is made between Lutheran Campus Council of Corvallis as Owner and [name] as Tenant. The Parties mutually agree as follows:

Leased Premises: the Owner or its duly appointed agent will rent to each of two Tenants one of two bedrooms, use of a shared kitchen and bathroom within the two bedroom student apartment located on the second floor of Luther House at 211 NW 23rd Street in Corvallis, Benton County, Oregon, beginning on **[date]**.

Rent: the monthly rent shall be \$525 payable on the first day of the month in advance. In event payment is received after the fifth of the month, the Tenant will incur a penalty of \$10 each day past this five-day grace period. Rent includes water, heat, electricity, wifi, trash/recycling pickup, and one parking space to be shared between tenants. Laundry facilities located in the basement are available for Tenant and Owner use only.

Deposits

- The Tenant shall deposit with the Owner a \$525 partially refundable damage/cleaning deposit. The balance of said deposit will be refunded within 30 days of termination of tenancy. Unpaid rent, outstanding debts, charges for damages beyond normal wear and tear, and any costs including cleaning costs associated with returning the property and furnishings to their original condition may be deducted. Original condition is determined by noted damages and deficiencies listed on move-in/move-out checklist and/or in photos taken on check-in day. The Tenant shall advise the Owner in writing of the mailing address where the deposit refund should be sent.
- The Tenant shall care for and maintain in a reasonable manner the rented premises and the fixtures and furnishings included, within the rented premises (such as draperies and mini-blinds, kitchen utensils and cookware provided, kitchen appliances, smoke alarms, etc. listed in the Rental Agreement Addendum). Upon termination of this agreement, Tenant shall restore the rented premises and the fixtures and furnishings to the Owner in the same condition as they are at the commencement of this agreement, except for reasonable wear and use. If the Tenant returns the rented premises and the fixtures and furnishings to the Owner upon termination of this agreement in the same condition as they are at the commencement of this agreement, except for reasonable wear and use, then the Owner shall refund to the Tenant the deposit (less the cost of a professional move out cleaning). If the premises or the fixtures and furnishings are in a lesser condition than they were at the commencement of this agreement, then the Owner may retain part or all the deposit for the reasonable cost of restoring the premises, fixtures or furnishings.

- Damage is deducted as per move-in/check-out checklist on which is noted: marks and mars and the condition of appliances, walls and windowsills, windows, curtains, mini-blinds, floors, bathroom fixtures, etc. (see attached checklist).

Terms

- The rented apartment shall be used for no purpose other than the residence of the Tenant. Occasional use of the rest of Luther House is allowed when not otherwise scheduled for campus ministry or community programs.
- The Tenant shall receive one key for the student apartment. This is returned when the Tenant vacates the apartment. Keys may not be duplicated. If keys are lost or stolen, a \$25 fee will be charged for the replacement of each key.
- Unreasonable noise by the Tenant or guests of the Tenant is not permitted.
- No tobacco or marijuana products may be smoked or vaped at Luther House, inside or outside. Any use of alcohol, drugs or cannabis products on the premises must be in compliance with Oregon law.
- No candles shall be burned except in a fireproof holder.
- The Tenant shall have no guests for a period greater than one week without permission of the Owner.
- The Tenant shall keep no personal property on the premises which weighs more than is reasonable for the structural strength of the building. Water beds are not allowed on the premises.
- The Tenant shall have reasonable use of the hallways and stairways of the building for access to and from the rented premises.
- Limited storage is available in the Luther House basement for bicycles, etc. Storage and security of these items is not the responsibility or liability of the Owner.
- The Tenant recognizes that the continuing programs of the Owner take place at Luther House and the Tenant shall make no use of the rented premises or the common areas of Luther House which unreasonably interferes with the programs of the Owner.

- The Tenant is expected to be a welcoming presence and an ambassador for Luther House and Lutheran Campus Ministry. When feasible, the Tenant is encouraged to be active in the ministry of Luther House.
- Wireless internet is available for use by Tenant. Usage must conform to Policies of Internet Usage adopted by the Luther House Council (see attached Policies).
- The Tenant is not responsible for the cleaning of Luther House; however, the Tenant is expected to:
 - Help ensure the neatness and sense of welcome of the house
 - Put out trash and recycling containers every week (Monday night)
 - Be mindful of energy usage and find ways to conserve water, electricity, etc.
 - Make sure Luther House is securely locked by 10 PM each evening and when leaving
 - Bring in mail and newspapers on the weekend
 - Promptly report all problems regarding facility, safety or security to Luther House staff

Liability and Insurance: the Tenant is liable for injury to others within the confines of the apartment. The Tenant is also liable for any theft of articles within rental premises. The Tenant is strongly encouraged to carry Renter's Insurance.

Pets: the Tenant shall not keep any pets on the premises.

Inspections: the Owner reserves the right to inspect the premises on 24-hour notice. In case of emergency (ex: fire, flood, alarm, medical emergency, etc.), the Owner reserves the right to enter premises without notification.

Sublease: the Tenant shall notify the Owner 30 days before commencement of a sublease agreement. Subleasing tenants are subject to rental application approval by the Owner. In the event the Tenant is unable to find a person to sublease, the Owner reserves the right to secure a suitable tenant to fill the vacancy.

Term of Agreement: this rental agreement is on a [time]-month tenancy. If either Tenant or Owner desires to terminate this agreement without cause, such party shall give to the other a 30-day written notice of termination.

- The Tenant is responsible for payment of rent until the agreement is terminated.
- The Tenant is responsible for payment of rent even if the Tenant vacates the premises for a period of time (ex: summer vacation)
- Because the apartment accommodates two Tenants, each Tenant will separately sign a Rental Agreement and will be governed by the terms of that Agreement. It

shall not be assumed that the termination of tenancy by one Tenant will require the termination of tenancy by the other. When securing a Tenant to fill the vacant bedroom, every effort will be made to find tenants who are compatible.

Owner representative

Date

Tenant

Date