

CITY OF HERMISTON LEASE AGREEMENT
1610 Airport Way, Hermiston Oregon

THIS LEASE AGREEMENT hereinafter known as the "Lease" is entered into this ____ day of _____, 20____, by and between the City of Hermiston, an Oregon municipal corporation, with mailing address at 180 NE 2nd Street, Hermiston, Oregon, hereinafter known as the "City" and _____ hereinafter known as the "Tenant(s)."

WHEREAS, the City desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Tenant(s) desires to lease the Property defined herein from the City under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROPERTY. The City owns property and improvements located at 1610 Airport Way, Hermiston, Oregon 97838 (hereinafter referred to as the "Property"). The Property shall include only the residence and fenced back yard. The City reserves sole and exclusive use of all outbuildings within the Property present at the time of entering this Lease.

LEASE TERM. This Lease shall commence on July 1, 2023, and end on June 30, 2028 (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with the provisions of the Lease. Upon the end of the Term, Tenant shall vacate the Property and deliver the same to the City unless:

- the Lease is formally extended by the City and the Tenant in a writing signed by both parties; or
- the City willingly accepts Rent from the Tenant for a period beyond the original Term. Where the City accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both parties, a month-to-month tenancy will be created.

RENT. The Tenant shall pay to City the sum of \$ 1,500 per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every 1st day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- A. **Late Rent.** If Rent is not paid within 30 days of the Due Date, the Rent shall be considered past due and a late fee of 1 % of the Rent past due shall be applied for every day Rent is late.
- B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonored for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C. **Application of payments.** Whenever there are different sums owed by the Tenant to the City, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the City.
- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a 90 (ninety) - day notice of the same from the City to the Tenant.

SECURITY DEPOSIT. The Tenant shall pay to the City the amount of \$ 1,500 as a Security Deposit upon the execution of this Lease (the "Security Deposit"). The receipt of such Security Deposit is

hereby acknowledged by the City who undertakes to hold the same in compliance applicable laws, rules and regulations.

A. **Deductions.** Upon the termination of the Lease, the City may deduct the following from the Security Deposit:

- Unpaid rent
- Late fees
- Unpaid utilities
- Cost of repairs beyond ordinary wear and tear
- Cleaning fee in the amount of \$ 250
- Early Termination Fee
- Others: _____

B. **Return.** The Security Deposit or the balance thereof shall be returned by the City to the Tenant within 30 days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the City shall make any allowable deduction, the City shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.

C. **Tenant's Forwarding Address:** Upon vacating the Property, Tenant shall provide a forwarding address for any and all notices, communication and any other delivery.

USE OF PROPERTY. The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s).

Any Guest(s) of the Tenant(s) shall not be allowed to stay beyond 5 days without the consent of the City. The Property shall be used solely and exclusively as a residence. The Tenant(s) shall undertake to abide by any and all applicable laws, statutes and rules covering the Property.

CONDITION. The Tenant stipulates that the Property has been examined and that the Property is in good repair and is tenable.

ASSIGNMENT. Under this Lease: Subletting is not allowed. The Tenant acknowledges that this Lease is not transferrable and that the Tenant may not assign the Lease, any part of the Lease or any of the rights or obligations herein. The tenant shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Property or this Lease. Any license, assignment sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

RIGHT OF ENTRY. The City shall have the right to enter the Property during normal working hours by providing at least 24 hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The City may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Property shall be made by the Tenant without prior express consent of the City to the same in writing.

A. **Unauthorized Alterations or Improvements.** In the event that the Tenant shall undertake alterations or improvements relating to the Property in violation of this section the same shall be considered a material breach of this Lease putting the Tenant in default. The City may, upon the City's discretion, require the Tenant to undo the alterations or improvements and restore the

Property to its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant.

- B. **100 Amp Power Service.** To facilitate a stated need of Tenant, a 100 Amp 120/240 Volt circuit is to be installed at the time of occupancy at an estimated cost of \$ 4,985.00 . City shall coordinate this improvement, with Tenant reimbursing City for all actual costs of third party electricians within 30 days of receiving request for reimbursement from City.
- C. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the City's property without need for any further transfer, delivery, or assignment thereof.
- D. **Storage.** Tenant may place a 40' long storage container immediately adjacent to the east of the Property during the term of this lease.

NON-DELIVERY OF POSSESSION. The City shall deliver to the Tenant possession of the Property on or before the commencement of the Term of this Lease. Delay in the delivery of possession of the Property for any cause other than the fault or negligence of the City shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than 5 (five) days after the commencement of the Term of this Lease and the Tenant agrees to accept the same until such date despite the delay. Failure of the City to deliver possession of the Property within this period, shall automatically terminate the Lease. Upon such Termination, the City shall return to the Tenant the Security Deposit, any advance rent and other sums not otherwise consumed on account of the Tenant never having occupied the Property such as, but not limited to cleaning fees if already collected. Thereafter the Parties shall have no further obligation to each other.

HAZARDOUS MATERIALS. Tenant shall not keep on the Property any item of a dangerous, flammable, or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

UTILITIES. The City shall provide the following utilities and services to the Tenant(s): Water and Sewer. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

MAINTENANCE, REPAIR, AND RULES. The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair.

The Tenant shall:

- A. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances and state law health or safety codes.
- B. Dispose of any and all waste properly.
- C. Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.
- D. Obtain consent of the City prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
- E. Refrain from all activities the will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

The City shall:

A. Maintain the grounds and premises in and around the Property.

PETS. Under this Lease:

Pets Allowed. The Tenant shall be allowed to have ____ pet(s) on the Property consisting of
 Dogs Cats Fish Other _____ not weighing more than ____
pounds. The City shall administer a fee of \$_____ per pet on the Property. City shall be
held harmless in the event any of the Tenant's pets cause harm, injury, death, or sickness to
another individual or animal. Tenant is responsible and liable for any damage or required
cleaning to the Property caused by any authorized or unauthorized animal and for all costs City
may incur in removing or causing any animal to be removed.

Pets Not Allowed. There shall be no animals permitted on the Property or in any common
areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability.
Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the
Property.

SMOKING POLICY. Smoking on the Property is:

Permitted in the following areas: _____.

Prohibited on the Property.

QUIET ENJOYMENT. The City warrants that the Tenant shall have quiet and peaceful enjoyment of
the Property and hold the same free from molestation or interference from the City or any other person or
entity whose claim to the Property comes from the City, subject to the terms and conditions of this Lease
and compliance by the Tenant with the same.

INDEMNIFICATION. The City shall not be liable for any injury to the Tenant(s) or any other persons
or property entering the Property occurring within the Property during the Term of the Lease. Neither
shall the City be liable for any damage to the structure within which the Property is located or any part
thereof. The Tenant hereby agrees to hold the City harmless from and indemnify the City for any and all
claims or damage not arising solely from the City's acts, omission, fault or negligence.

DEFAULT. In the event that the City breaches any of the terms and conditions of this Lease or any
applicable laws, rules or codes, the Tenant may avail of any of the remedies available under the law. In
the event that the Tenant breaches or fails to comply with any of the terms and conditions of this Lease or
any applicable laws, rules or codes the City shall afford the Tenant 30 (thirty) days to remedy or rectify
the same. This period shall commence on the day the Tenant receives Notice of such breach or non-
compliance with the request to rectify the same. If the Tenant fails to comply or rectify the breach or if
the breach cannot reasonably be rectified or remedied, the Tenant shall be in default. Upon the Tenant's
default, the City may terminate the Lease by sending the notice of default and consequent termination of
the lease to the Tenant and thereafter recover possession of the Property.

ABANDONMENT. In the event that the Tenant(s) abandons the Property the City may declare the Lease
terminated, recover possession of the Property, enter the premises, remove the Tenant's belongings and
lease the same to another without incurring any liability to the Tenant for doing the same. In the event of
the abandonment of the Property, the City may recover from the Tenant unpaid rent until the Property is
leased to another person or otherwise occupied by the City or another under the City's right.

ATTORNEYS' FEES. In the event that City should require the services of an attorney, file a suit or
resort to other procedures in order to compel the Tenant's compliance with the Tenant's obligations, the

terms of this Lease or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the City in doing the same.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Oregon for all purposes and intents. Venue under this Lease or any disputes that come from it shall be in Umatilla County Circuit Court.

CONSENT NOT UNREASONABLY WITHHELD. Except as otherwise specifically herein provided, whenever the consent or approval of City or Tenant is required under the terms of this Lease, or any action is to be taken, such consent or approval shall not be unreasonably withheld or delayed and such action shall be reasonable in the circumstances.

SEVERABILITY. Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Tenant, the City, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Tenant at the address:

_____;

and

To City at the address:

City of Hermiston - Attn: City Manager
180 NE 2nd Street
Hermiston, OR 97838

PARKING. Tenant(s) shall park vehicles in the lot immediately adjacent to the west of the Property. Tenant shall park aircraft on the airport apron adjacent to the east of the property in compliance with adopted Airport Rules, provided that Tenant shall be allowed to supply temporary electrical power to the aircraft via power source provided from The Property. All aircraft tie-down fees are included as part of the Rent of The Property.

EARLY TERMINATION. The Tenant(s): Shall have the right to terminate this Lease at any time by providing at least 90 days' written notice to the City along with an early termination fee of \$____. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

DISPUTES. If a dispute arises during or after the term of this Lease between the City and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

RETALIATION. The City is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

EQUAL HOUSING. If the Tenant(s) possesses any impairment, mental or physical, the City agrees to provide reasonable modifications to the Property in order to accommodate such impairments except in the case of modifications that would be too difficult or too expensive for the City to provide. The Tenant(s) are encouraged disclose to the City any impairment(s) that may be aided by reasonable modifications to allow the parties to identify the most beneficial modifications to the Property.

PROPERTY DEEMED UNINHABITABLE. If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the City. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the City for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the City.

LEAD-BASED PAINT DISCLOSURE. If the Property or any part of it was constructed prior to 1978, the City shall provide a disclosure of information on lead-based paint and/or lead-based paint hazards, the receipt of the same in the form entitled "LEAD-BASED PAINT DISCLOSURE" hereby acknowledged by the Tenant.

ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the City and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the City and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the City and the Tenant in a written instrument signed by both parties.

IN WITNESS WHEREOF, the City and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

**TENANT
Life Flight**

Signature: _____

Title: _____

Name (print): _____

Date: _____

**CITY
City of Hermiston**

Signature: _____

Title: _____

Name (print): _____

Date: _____

REQUIRED LEASE DISCLOSURES & ADDENDUMS IN OREGON

The following disclosures or addendums are either required for some or all residential lease agreements in Oregon.

1. **Carbon Monoxide Alarm Disclosure** – for any property with a carbon monoxide source within the dwelling.
2. **Common Utility Disclosure** – for any property where the tenant is responsible for paying utilities that benefit a common area or other dwelling.
3. **Lead Based Paint Disclosure** - for rental units built prior to 1978.

CARBON MONOXIDE ALARM DISCLOSURE

THIS AGREEMENT made and entered into between the City of Hermiston, an Oregon municipal corporation, ("City") and Life Flight, ("Tenant(s)").

Tenant(s) is renting from City the Property located at: 1610 Airport Way, Hermiston, Oregon 97838

CITY’S DISCLOSURE:

This property does does not have a known carbon monoxide source and is is not equipped with a carbon monoxide alarm.

If a carbon monoxide alarm is provided, Tenant agrees to maintain the alarm, including testing every 6 months and replacing batteries as needed. A battery will be supplied at the beginning of tenancy by City.

To test the alarm, press and hold the “TEST” button on the unit until the alarm sounds, or follow the instructions provided along with the alarm unit.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

City	Date

Tenant	Date

COMMON AREA UTILITY DISCLOSURE

THIS AGREEMENT made and entered into between the City of Hermiston, an Oregon Municipal Corporation ("City") and Life Flight, ("Tenant(s)").

Tenant(s) is renting from City the Property located at: 1610 Airport Way, Hermiston, Oregon 97838

CITY'S DISCLOSURE:

This property:

- Does NOT share utilities with common areas or other units.
- DOES share utilities with common areas and/or other units.

The following utilities are shared or benefit other parties:

- Electricity
- Heat
- Water
- Other: _____

Compensation:

- Is NOT provided for common area electric utility payment.
- IS provided in the form of:
 Water & Sewer are provided

By signing this agreement, Tenant(s) assumes responsibility for the shared utility charges (if applicable) and receives the compensation afforded in this addendum.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
City	Date
_____	_____
Tenant	Date

