

**ADDENDUM TO RENTAL AGREEMENT**

**The material on this form is for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the Person in Charge / Trespass Program or any other particular issue or problem.**

This Agreement is an Addendum to the Residential Lease for the premises located at \_\_\_\_\_ and entered into between the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, \_\_\_\_\_, shall be referred to as "OWNER" and Tenant(s)/Lessee, \_\_\_\_\_, shall be referred to as "RESIDENT." For good and valuable consideration, OWNER and RESIDENT agree to the below terms and conditions.

The below provisions are incorporated into the Residential Lease Agreement and serves as an addendum thereto.

**Mandatory Lease Enabling Clause**

The property owner or agent and any person designated by Owner / Agent to retain control over any common areas of the Premises (i.e. laundry rooms, courtyards, sidewalks, parking lots) for the purposes of enforcing state trespass laws shall be the "person in charge" as the phrase is defined in ORS 164.205(5). The person so designated by the property owner or agent as the Person in Charge shall have the right to exclude non-residents from the common area or areas if such person violates the rules of the property or otherwise endangers the safety and peace of the community. If the owner or agent excludes a person from the common areas for said purpose, the resident or tenant may not invite such a person into their unit or grant permission to such a person to enter or remain in the common areas.

**Rules of the Community / Criteria for Exclusion**

Any non-resident will be directed to leave and will be barred from returning if that person engages in any of the below conduct on the property.

- Makes unreasonable noise;
- Engages in fighting or in violent or threatening behavior;
- Substantially interferes with any right, comfort, or convenience of any apartment resident or employee;
- Engages in any activity that constitutes a criminal offense under state law or city ordinance;
- Engages in any activity involving firearms, illegal drugs or violence;
- Damages, defaces or destroys any property belonging to the property owner or any apartment resident or employee;
- Litters on the property;
- Drives in a careless or reckless manner;
- Consumes or possesses an open container of any alcoholic beverage on the common areas without being accompanied (actual physical presence) by an adult (21 years of age or older) resident (listed on a valid rental agreement) of the property;
- Engages in gang activity, including but not limited to:
  - Grouping to show gang affiliation or to intimidate rival gangs, residents or employees,
  - Using hand signals or gestures for the purpose of intimidation, or for the purposes of provoking a violent response;
- Violates any provision of GRC 7.40 or any other applicable curfew law.

**RECEIPT OF ADDENDUM:** The undersigned RESIDENT(S) has read and understand this Addendum Agreement and hereby acknowledge receipt of a copy of this Addendum Agreement.

RESIDENT(S)  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

OWNER  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_