

RESIDENTIAL LEASE AGREEMENT

This lease (the "Lease") dated this 1st day of December 2021

BETWEEN:

First Christian Church (Disciples of Christ) Corvallis (the "Landlord")

And

Jackson Street Youth Shelter, Inc. dba Jackson Street Youth Services (the "Tenant")
(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain Property to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows.

LEASED PROPERTY

1. The Landlord agrees to rent to the Tenant the house, municipally described as 660 SW Madison Ave, Corvallis Oregon 97333, (the "Property") for use as a collaborative tiered transitional housing model. The Tenant is responsible for any permits or licenses relating to its operation of the collaborative tiered transitional housing model.
2. The Tenant will be responsible for acceptance and termination of occupancy for youth being served by this program.
3. No pets or animals, except for service and assistance animals which are otherwise allowed by law, are allowed to be kept in or about the Property without the prior written permission of the Landlord.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
5. The Tenant, occupants, guests, or visitors will not smoke or vape inside the house, on the porches, or on the grounds.
6. The Tenant, occupants, guests, or visitors will not burn candles, incense, or any other flame.
7. The Tenant, occupants, guests, or visitors will not bring into the house any alcohol, marijuana, illicit substances, and prescriptions not used as described.
8. The Tenant, occupants, guests, or visitors will not bring into the house any weapons (including knives with blades longer than 4 ¾ inches).
9. The Tenant, occupants, guests, or visitors will not bring into the house any other items prohibited in the Next Steps Handbook.
10. The Landlord agrees to supply the following appliances:

- a. Kitchen appliances including stove, refrigerators, freezer, dishwasher, and garbage disposal.
- b. Laundry appliances including a washer and dryer on the second floor and a washer and dryer in the basement.

11. Due to Tenant's use of the Property as a collaborative tiered transitional housing model, the Landlord understands and agrees that Tenant will have sub-tenants (i.e., youth served by the collaborative tiered transitional housing model) who will occupy the Premises and may have certain legal rights as or in the nature of tenants under ORS chapter 90 and other applicable law. Tenant is expressly permitted to assign and/or sublet portions of the Property to youth as part of its collaborative tiered transitional housing model.

TERM

12. The three year term of the Lease commences on December 1, 2021 and ends on November 30, 2024. Additional terms may be negotiated.

13. Any notice to terminate this tenancy must comply with ORS chapter 90, the Oregon Residential Landlord Tenant Act (the "Act") and all other applicable law.

14. Without providing a cause or reason and without legal repercussions, either party may terminate this lease. A minimum of 90 days notice is required. The notice must be in written form and received by the second party before the 90 days initiates.

RENT

15. Subject to the provisions of this Lease, the rent for the Property is \$3,974.00 per month (the "Rent"). This basic rent amount shall be increased each year on September 1st by the lesser of 2% or the annual percentage change in the Consumer Price Index (CPI-U Western Small Cities) statistics published by the United States Bureau of Labor in mid July comparing the previous June 1st with June 1st of the current year. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to Lessee by Lessor thirty (30) days prior to the effective date of the assessment.

16. The Tenant will pay the Rent, by cash or by check, on or before the First of each and every month of the term of this Lease to the Landlord at First Christian Church 602 SW Madison Ave, Corvallis Oregon 97333, Attn: Office Manager, or at such other place as the Landlord may later designate.

17. The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the end of the 4th day of the rental period. Partial payments will not be accepted without prior Landlord approval. If any check from Tenant has been dishonored for any reason, Landlord may require Tenant to make all future rent payments by certified check or money order. The Tenant will be charged a \$35.00 fee plus bank charges for dishonored checks.

18. Daily proration of rents and other monthly charges will be based on a 365-day year.

19. If Rent is not paid when due, the Landlord may issue a 144-hour notice of nonpayment of Rent on or after the 5th day of the rental period or a 72-hour notice of nonpayment of Rent on or after the 9th day of the rental period.

20. Except as set forth below, all payments made by Tenant to Landlord after the tenancy commences, no matter how designated by Tenant, may be applied by Landlord as follows: first to any outstanding rent from prior periods; second, rent for the current rental period; third, to late rent payment charges; and finally, to any other fees, charges, damage claims or other claims owned by Tenant. Landlord may not deduct a previously imposed late charge from a current or subsequent rental period rent payment, thereby making that rent payment delinquent for imposition of a new or additional late charge or for termination of the tenancy for non-payment of rent. Landlord may not deduct a noncompliance fee from a rent payment.

SECURITY DEPOSIT

21. On execution of this Lease, The Tenant will pay the Landlord a security deposit of \$3,974.00 (the "Security Deposit").

22. The Landlord will hold the Security Deposit in an interest bearing account at a bank located in Corvallis, Oregon. All interest shall accrue to the benefit of the Landlord. No interest will be paid to the Tenant on security deposits.

23. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the Act.

24. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
- b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. Replacing damaged or missing doors, windows, screens, mirrors, or light fixtures;
- d. Repairing cuts, burns, or water damage to flooring, rugs, and other areas;
- e. Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person for whom the Tenant is responsible, including, but not limited to, damage caused by service animals.
- f. The cost of extermination where the Tenant or Tenant's guests have brought or allowed insects, rodents, or other pests, into the Property or building;
- g. Repairs and replacement required where windows are left open which have caused plumbing to freeze or rain or water damage to floors or walls;

- h. Replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys;
- i. Repairs or replacement of fixtures, appliances, or mechanical features of the structure or property not covered in section 10.
- k. Any other purpose allowed under this Lease or the Act. For the purpose of this clause, the Landlord may charge the Tenant for professional repairs if the Tenant has not made alternate arrangements with the Landlord.

25. The Tenant may not use the Security Deposit as payment for the Rent.

26. Landlord may deduct the cost of carpet cleaning, repair, or replacement from the deposit regardless of whether Tenant cleans the carpet before delivering possession of the house back to the Landlord. If any portion of the deposit is used during the tenancy, Tenant will replenish it upon demand.

27. Within 30 days and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to PO Box 285, Corvallis, OR 97339 or at such other place as the Tenant may advise.

28. Any amounts not paid by Tenants within 31 days of the due date will incur interest at 1% per month. Sending the accounting and/or refunding any deposit does not waive the Landlord's right to payment for charges discovered or finalized after the accounting was sent.

NON-COMPLIANCE FEES:

29. Landlord may charge a fee for a second non-compliance or for a subsequent non-compliance with written rules or policies that describe the prohibited conducts and the fee for a second non-compliance. Except as provided below, the fee may not exceed \$50 for the second non-compliance within one year after the warning notice for the same or a similar non-compliance or \$50 plus five percent of the rent payment of the current rental period for a third or subsequent non-compliance within one year after the warning notice for the same or a similar non-compliance. Landlord may charge a fee for occurrences on non-compliance with written rules or policies for the following types of non-compliance:

- a. The late payment of a charge that the Tenant owes the Landlord (date of payment must be specified in the bill and must not be less than 30 days after the delivery of the bill);
- b. Failure to clean up waste from a service or assistance animal from part of the Property other than the dwelling unit;
- c. Failure to clean up garbage, rubbish, and other waste from a part of the Property other than the dwelling unit.
- d. Parking violations
- e. The improper use of vehicles within the Property;
- f. Smoking inside dwelling; and

g. Keeping on the Property an unauthorized pet capable of causing damage to persons or property. The fee for a second noncompliance with subsection (g.) may not exceed \$250 and cannot be assessed before 48 hours after the required warning to Tenant.

TENANT IMPROVEMENTS

30. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- b. Removing or adding walls, or performing any structural alterations;
- c. Installing waterbed(s);
- d. Changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- e. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property, any placard, notice or sign for advertising or any other purpose; or
- f. Affixing to or erecting upon or near the Property any radio or antenna or tower

UTILITIES

31. The Landlord is responsible for the payment of all utilities (power, gas, internet, and garbage) in relation to the Property.

TAXES; OPERATING EXPENSES.

32. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall pay all real property taxes levied against the Premises. Until a real property tax exemption is obtained, Tenant will pay a prorated sum for such property taxes at the beginning of each month (i.e., on or before the 1st of each month, Tenant will pay Landlord 1/12 of the annual property tax amount). As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant. Tenant and Landlord will cooperate in seeking a real property tax exemption from Benton County. Tenant will take primary responsibility for such application and will bear any and all fees and all costs associated with such application or appeal thereof (including, without limitation, all costs and attorney fees in any legal action associated therewith)

INSURANCE

33. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

34. The Tenant must obtain and maintain renter's liability insurance. The Tenant must name the Landlord as an interested party on the Tenant's renter's liability insurance policy authorizing the insurer to notify Tenant and Landlord of:

- a. Cancellation or nonrenewal of the policy;
- b. Reduction of policy coverage; or
- c. Removal of Landlord as an interested party.

35. The Landlord may require documentation that:

- a. Tenant has named Landlord as an interested party on the Tenant's renter's liability insurance policy; or
- b. That Tenant's liability insurance is in effect on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if the Landlord reasonably believes the Tenant fails to maintain the renter's liability insurance.

36. The Landlord is responsible for insuring the Property for damage or loss to the structure, mechanical or improvements to the building of the Property for the benefit of the Parties. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

37. Failure to maintain such insurance in full force will be considered a material breach of the Lease Agreement

INDEMNITY

38. The Tenant will indemnify and hold the Landlord harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, or any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury, or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in the Lease to the contrary.

MEDIATION AND ARBITRATION

39. Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the effective arbitration rules of any mediator selected by the parties and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through any mediator selected by the parties.

LEGAL ACTION

40. In the event suit, action, or arbitration shall be brought by any Party hereto to enforce or declare any of the terms hereof, the prevailing party shall be entitled to recover all costs and disbursements as provided by statute and an award of reasonable attorney fees as determined by the arbitrator, court at trial, and on any appeal therefrom.

41. This Lease Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the Landlord and the Tenant that arises from or relates to this Lease Agreement shall be brought and conducted solely and exclusively within Benton County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

SEVERABILITY

42. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

43. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

AMENDMENT OF LEASE

44. This Lease may only be amended or modified by a written document executed by the Parties.

DAMAGE TO PROPERTY

45. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's residents and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

MAINTENANCE

46. Tenant will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Tenant shall not tamper with the heating system, plumbing system, or electrical system.

47. Landlord will maintain the Property as required by the Act and applicable law.

48. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition during the term of this Lease and any renewal of this Lease. Tenant

will be responsible for daily maintenance and cleaning of the site. The Tenant will maintain the grass areas in a reasonable condition with weekly mowing.

49. The Parties will make a collaborative effort (and obtain necessary approval) for any site improvements, for things that would be nice but not required, such as; landscaping or adding garden beds, etc.

CARE AND USE OF PROPERTY

50. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

51. The Tenant will not engage in any illegal trade or activity on or about the Property.

52. The Parties will comply with standards of health, sanitation, fire, housing, and safety as required by law.

53. Tenant is responsible for damages to furnishings or Property caused by Tenant's negligence, or beyond normal wear and tear. Smoke damage will never be considered normal wear and tear. Tenant shall report leaky or defective faucets at once. Tenant must pay for any and all expense due to damage to the building or furnishings, other than ordinary wear and tear, including but not limited to damage caused by stoppage of waste pipes, or overflows of bathtubs, toilets or wash basins. Tenant is responsible for replacing light bulbs which fail during the tenancy.

54. Tenant agrees not to destroy, damage, deface or remove any part of the Property or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.

55. Tenant will:

- a. Use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances of the Property in a reasonable manner.
- b. Immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Tenant is responsible;
- c. Make no changes or additions to the Property of any nature without Landlord's prior written consent;
- d. Not install or attach anything on the walls, ceilings or in the windows that will cause damage to the unit without the prior written consent of the Landlord
- e. Have reasonable fire suppression (extinguishers) available for use as needed.
- f. Not remove, obstruct or tamper with fire suppression equipment.
- g. Not engage in any conduct that violates any applicable laws;

56. Satellite dishes and/or antennas will not be allowed.

57. Tenant must fully comply with all applicable codes and regulations related to the use of barbecues. In many areas, fire codes prohibit the use of either charcoal or propane barbecues in areas unprotected by fire sprinkler systems or all adjacent building surfaces are totally non-combustible. The only exception is the use of electric-style barbecues or the small hibachi-style barbecues that utilize one-pound propane cylinders. These may be allowed when kept well away from combustible building surfaces and unplugged or with cylinder removed (as applicable) when not in use. Fire pits are prohibited.

58. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

59. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, The Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address, and phone number of the person doing the inspections.

60. At the expiration of the term of this Lease, the tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

PROHIBITED ACTIVITIES AND MATERIALS

61. No cats, dogs or other pets, other than service animals, capable of causing damage to persons or property are allowed on the Property (either visiting or living there) without a signed pet agreement, payment of any deposit, and providing insurance, as required by Landlord. Tenant will be responsible for any and all damage caused by pet(s). Waterbeds and/or aquariums are permissible only with proper insurance and written consent of the Landlord.

62. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

63. The Tenant will not perform any activity on the Property that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.

64. The Tenant is prohibited from:

- a. The storage of expensive articles on the Property if it creates an increased security risk; and
- b. The growing, manufacturing, storage, distribution, or usage of illegal substances or marijuana on the Property.

c. The storage of any item or material not used in the course of normal daily activity in or on the Property.

65. The dwelling may not be used for the conduct of any commercial activity that involves customers or clients coming to the unit or the delivery or storage of inventory or equipment.

66. Noisy conduct that disturbs the quiet enjoyment of the neighbors or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m., the level and/or type of noise emitted from the property may not exceed what is normal and customary for similar housing.

67. No one will enter or use any areas of the property that are not intended for use by Tenants such as roofs, attics, crawl spaces, etc.

RULES AND REGULATIONS

68. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

NOTICES

69. All notices required under this Lease Agreement or state law to be in writing will be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from Landlord to Tenant will be deemed served on the day and at the time it is both mailed by first class mail to Tenant at the Property and attached in a secure manner to the main entrance. If served by first class mail and attachment, a notice from Tenant to Landlord shall be deemed served on the day one copy is mailed by first class mail to Landlord at the mailing address set forth on page two of this Lease Agreement.

70. Whenever state law requires an actual notice, such notice may be served by one or more of the following methods:

a. Written notice that is personally delivered to the Landlord or Tenant or left at the front entrance of the Landlord's or Tenant's address, sent by facsimile, or by email.

b. Written notice that is delivered by first class mail to Landlord or Tenant, which notice will be considered served three days after the date the notice was mailed. Landlord and Tenant are responsible for advising the other Party of changes to facsimile numbers or email addresses.

PARKING AND USE OF VEHICLES

71. The Tenant agrees to comply with all posted parking restrictions.

72. The Tenant may use parking areas that would reasonably be allocated to Property use.

73. Licensed and registered vehicles that are inoperable for more than one week must be removed from the property. Parking for non-licensed and non-registered vehicles is prohibited.

74. Residents will drive in a safe manner and comply with all posted speed limit signs at all times.

REQUEST FOR REASONABLE ACCOMMODATION/MODIFICATION

75. As required under federal, state, and local fair housing laws, Tenants with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Landlord specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such requests be made in writing.

GENERAL PROVISIONS

76. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

77. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches, or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

78. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

79. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extension such liens or encumbrances.

80. This Lease may be executed in counterparts. Electronic signatures are binding and are considered to be original signatures.

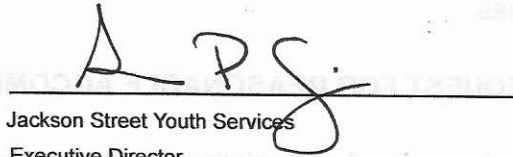
81. The Tenant is responsible for any person or persons who are upon or occupying the Property whether for the purpose of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all residents, guests, servants, tradesmen, repairmen, employees, agents, invitees, or other similar persons.

82. This Lease Agreement, the prior signed Memorandum of Understanding, any rules and regulations for the Property and, except as provided, any other written addenda executed by the

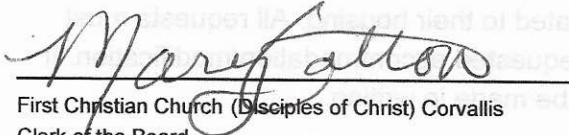
parties on or after the date of this Lease Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. IN WITNESS WHEREOF First Christian Church (Disciples of Christ) of Corvallis and Jackson Street Youth Services have duly affixed their signatures on this 3/1/2022.



First Christian Church (Disciples of Christ) Corvallis
President of the Congregation



Jackson Street Youth Services
Executive Director



First Christian Church (Disciples of Christ) Corvallis
Clerk of the Board



Jackson Street Youth Services
Program Director