

Medical Student Agreement Conditions of Occupancy of Duck's Village Apartments

The undersigned individual acknowledges and agrees to the following conditions for occupancy of an apartment at Duck's Village leased by PeaceHealth Oregon Region.

The undersigned will:

7. **KEYS AND LOCKOUTS:** Student agrees that the keys issued are to be used only by the person to whom they were issued and shall not be duplicated. The undersigned further agrees that he/she will be charged **\$5.00** for a lost key. Lock outs after 11:00 pm are subject to a charge of **\$20.00** for each occurrence payable at the time in cash. For lockouts after hours, please go to the manager on duty. All room keys must be returned at the end of the contract (or assignment date), to avoid a lock-changing charge. Lock charges are as follows: **\$45.00** for the front door and **\$5.00** for every additional door with a keyed lock. Student shall not change locks or place additional locks on the premises without the prior written consent of Duck's Village; violators shall be subject to the appropriate lock-changing charge for each such unauthorized lock.

8. **PETS:** Student agrees that no pets of any kind, shall be permitted in or about the premises and that if any pet (visiting or stray) is found in the possession of the student(s), or in the student's apartment, the student agrees to pay additional rent in the amount of **\$100.00** each day or portion thereof that such pet is found in the possession of the student or student's apartment, until such pet is removed. The student further agrees to pay the cost of fumigation, and all damages resulting from the keeping of the pet.

9. **CEILINGS:** No hanging fixtures of any kind may be nailed to, screwed into or attached to the ceilings in any way. If the ceilings are damaged, the cost of repairing the ceiling will be the responsibility of the resident(s) of the apartment.

10. **SMOKE DETECTORS & FIRE EXTINGUISHERS:** Owner shall test smoke detectors and provide working batteries at lease commencement; thereafter testing and battery replacement shall be the responsibility of the student. Student agrees to read, sign and abide by the Smoke Detector Acceptance Form provided by management. Student agrees that a lost or damaged fire extinguisher assigned to the apartment will be replaced at the expense of the resident(s). Extinguishers discharged for other than reported emergencies will be refilled at the resident(s) expense. Extinguishers are located in the kitchen.

11. **HEALTH, SAFETY AND RESIDENT CONDUCT:** Student agrees that firearms (including bb/pellet and paintball guns), knives (longer than 6"), swords or weapons of any kind, fireworks, explosives, flammable materials, (including gasoline, solvents, spray paint, etc.), possession of illegal drugs and possession of alcoholic beverages by minors are not permitted in or around the apartment or premises. Open alcoholic and/or glass containers are not permitted outside the apartment. Kegs are not allowed in apartments or on the premises. Student is fully responsible for the action of his/her guests. No apartment shall contain more than 15 persons at any one time. Student and his/her guests are not to interfere with Security Officers or Managers in the performance of their duties. No skateboarding is permitted; game playing in designated areas only. Student also agrees to abide by the following rules & regulations as part of the terms and conditions of this contract.

- A. Each resident, in the use and occupancy of his/her apartment shall avoid disturbing, annoying, endangering or inconveniencing other residents and shall abide by all laws and ordinances regulating the use and occupancy of apartment dwellings. Duck's Village assumes no responsibility for disputes among co-occupants of a unit. In the event such disputes disturb other residents in the apartment complex, all of the disputing occupants of a unit shall be subject to eviction. It is recommended that disputing co-occupants seek independent mediation of their disputes.
- B. Student agrees not to make any excessive noise or nuisance such as will disturb the peace and quiet of the apartment complex. Please be considerate of adjacent apartments when using the basketball or volleyball courts. Quiet hours begin at 10:00 pm Sunday – Thursday and at 12 Midnight Friday and Saturday.
- C. No hookahs, or similar smoking devices that utilize burning material of any type, are allowed to be used inside the apartment.
- D. Swimming is permitted only between the hours of 9:00 am and 10:00 pm in season. Roughhousing, smoking, food or glass containers are not permitted in the pool or spa area. Proper swimming attire is required at all times.
- E. Student must be present and responsible when they have children or guests in the pool area, spa, computer lab, fitness center, recreation room, basketball court, volleyball court and other Duck's Village facilities. Student agrees to abide by all posted rules and regulations when using any Duck's Village facility.
- F. Duck's Village does not authorize parties. Student is cautioned that excessive noise, excessive alcohol or more than 15 people in an apartment is a violation of the lease and could result in eviction. Student is warned that activities causing involvement by EPD may result in a citation from EPD and may be grounds for immediate eviction.
- G. Student is responsible for and will take good care of the premises and furnishings in their bedroom and common areas. Student will not remove any of the building's property or perform repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the premises without the prior written consent of management. Student is cautioned that they should complete a maintenance request form, in the office or online, for management's assessment prior to calling any professional, including any telecommunications company. Any charges incurred by not following these procedures will be the responsibility of the Student(s).
- H. Motorcycles, bicycles and mopeds must not be ridden on the lawns, locked to trees, light posts, hand rails, building structures or parked on sidewalks or porches. Please lock both wheels and frame to bike rack with a high quality security lock. Vandalized or abandoned bicycles (locked or not) will be removed by management at the end of the lease and disposed of after 30 days. Motorcycles and mopeds must be registered and parked in their designated areas, not inside the apartment. Student agrees to pay for any and all damages to the apartment resulting from the motorcycle or moped being in the unit.
- I. All trash and recyclable materials must be placed in designated containers. Please flatten cardboard boxes before placing them in the trash bins.
- J. No aluminum foil or similar window coverings are to be visible in glass areas. This includes signs, beer cans, bottles, etc.
- K. Please clean the laundry room washing machines, dryers and dispose of trash into the containers provided after each use. Do not leave wash unattended or use machines for dyeing any material.
- L. Student hereby consents that with 24-hour notice the manager may enter the apartment during normal business hours to show, inspect, repair or clean the premises or for any other lawful purpose.
- M. No brooms, mops, laundry, trash, etc. shall be placed outside apartments (this includes patios, porches and decks).
- N. Apartments must be maintained in a clean and sanitary condition. If, upon management's inspection, the apartment is found to need work, the student(s) will be notified. If the condition is not corrected, management will have the work completed at the student(s) expense. This includes trash on patios, balconies, porches and the grounds adjacent to or below the unit. Cigarette smokers are cautioned to dispose of cigarette butts in an appropriate container when smoking outside the unit. Duck's Village reserves the right to impose appropriate fines for trash and cigarette butt removal.
- O. None of the furniture or furnishings provided by Duck's Village may be removed from the apartment. Special consideration will be given to unusual circumstances, but require written consent of the management. Only patio or lawn furniture will be allowed on decks and patios. Unsightly or dilapidated furniture will not be allowed on outside patios, decks or porches due to fire hazard and vermin infestation.
- P. No waterbeds are allowed without the written permission of the management and proof of insurance prior to installation.

- Q. No portable hibachis or Bar-B-Qs are allowed to be used or stored on the premises. Please use permanent Bar-B-Qs provided.
- R. No exterior radio or television antenna may be installed except where applicable by law. Climbing or walking on roofs is prohibited.
- S. Student agrees that no window screen is to be removed except for cleaning. Windows are not to be used as entrances or exits, except in emergencies. Removal or damage to any screen will result in a charge for repair and/or replacement.
- T. Office hours are M-F 8:00 am. TO 5:00 pm; SAT. 9:00 am TO 1:00 pm. After office hours, management personnel may be reached by calling (541) 485-7200. After 10:00 pm, only calls of an emergency nature will be put through.
- U. Duck's Village will not be responsible for loss or damage of student's belongings through theft or otherwise. This also applies to laundry rooms, parking lots, pool areas or any other area of the premises. Student should be sure to have adequate personal and rental insurance coverage.
- V. It is understood that the phone and cable jacks are the property of Duck's Village. No phone or cable jack is to be removed, replaced or serviced without the permission of the manager.
- W. These RULES AND REGULATIONS are subject to amendment and modification from time to time as the owner/manager shall determine. Copies of all amendments and modifications shall be delivered to each apartment but do not have to be acknowledged by Student's signature.

19. **MOLD NOTIFICATION:** It is our goal to maintain the highest quality living environment for our residents. Duck's Village has inspected this unit prior to student's move-in and knows of no damp or wet building materials and knows of no mold or mildew contamination. Student is hereby notified that mold however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that the resident(s) regularly allows air to circulate in the apartment, particularly in areas prone to dampness such as the bathroom, shower enclosures, and kitchens. It is also important that the resident(s) keeps the interior of the unit clean and that the resident promptly notifies Duck's Village of any leaks, moisture problems, and/or mold growth. Student agrees to maintain the premises in a manner that prevents the occurrence of mold or mildew growth by complying with the following:

1. Keep the apartment free of dirt and debris that can harbor mold.
2. Immediately report any plumbing leaks or drips to Duck's Village Management.
3. Notify Duck's Village Management of overflows from bathroom or kitchen facilities, especially in cases where the water may have permeated walls or cabinets.
4. Report any significant mold growth on surfaces inside the unit to Duck's Village Management.
5. Allow Duck's Village Management to enter the unit to inspect and make necessary repairs to prevent mold growth.
6. Use bathroom fans while showering or bathing and to report any non-working fan to Duck's Village Management.
7. Use exhaust fans whenever cooking, dishwashing, or cleaning
8. Use all reasonable care to close all windows and other openings in unit to prevent outdoor water from penetrating into the interior of unit.
9. Clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible (Note: Mold can grow on damp surfaces within 24 to 48 hours).
10. Notify Duck's Village Management of any problems with the air conditioning or heating systems.
11. Indemnify and hold harmless Duck's Village Apartments and its Management from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Duck's Village Apartments may sustain or incur as a result of the negligence of the resident or any guest living in, occupying, or using the premises.

20. **PARKING:** Parking at Duck's Village is restricted to Duck's Village Students only. The parking permit you receive from PeaceHealth will also be your parking permit for the apartments and will only be valid for the days stated on the permit. Duck's Village will provide you with a temporary permit until you receive the permit on your first day. Student must read and agree to the following regulations.

1. Each student may park one (1) operating vehicle only, in the Duck's Village parking lots. Student must first provide proof of ownership of said vehicle. Vehicle must be registered to the student or relative of the student. To protect your rights, all non-registered vehicles may be towed without warning.
2. Student agrees to register said vehicle at the Duck's Village rental office and agrees to display the PeaceHealth Medical Student parking permit. The permit is non-transferable and must be affixed to the vehicle in the location that management may dictate. Permits may not be taped or otherwise held in place. If any permit is not visible from outside, the vehicle may be towed at the owner's expense.
3. Any vehicle parked on the premises without a valid PeaceHealth Medical Student permit may be towed at the owner's expense. If you have a temporary vehicle, you must have a temporary permit. After office hours (from 5:00 pm to 10:00 pm) please contact the on-duty manager for the appropriate parking permit. After 10:00 pm, you must park off the premises until you can obtain the proper permit. Any vehicle changes must be registered with the office. Towing is done on a 24 hour a day, 7 days a week basis.
5. All mopeds, motor scooters and motorcycles must be registered and display a parking permit. These vehicles must park only in designated areas set forth by the Duck's Village rental office or may be subject to towing.
6. All parking is on a first come, first served basis only. Vehicles are to be parked in striped stalls only. Vehicles parked in red zones, blue handicapped spaces, office parking, fire access lanes, in front of trash enclosures or any other unauthorized location are subject to towing and/or citing by the fire or police department.
7. Vehicles must be in running condition. Repairs of any type are not to be performed on the premises, including the changing of oil. Vehicles with excessive leakage of oil or other fluids must be removed from the premises until they are repaired. Failure to correct the leaks could result in denial of parking privileges on Duck's Village property.
8. PLEASE! Do not dump ashtrays or garbage in the parking lot. Bins are available for garbage, please use them.
10. Duck's Village is not responsible for notifying any person(s) before towing any illegally parked vehicle and assumes no responsibility for where a vehicle is parked. Duck's Village assumes no responsibility for any damage, vandalism, theft, etc. for any vehicle while parked at Duck's Village or when towed.
11. Student is cautioned that excessive speed, reckless driving, loud engine or stereo noise is not permitted on the premises and could result in parking privileges being revoked. The speed limit in all parking lots is 15 mph.
12. Duck's Village requires that every visitor have a valid visitors parking pass. Visitors must follow the rules on the parking pass or be subject to towing. Visitor's passes are available from the office during office hours and must be obtained by a resident. Student is responsible for notifying visitors of parking rules and regulations.

I have read the parking rules and regulations and agree to abide by them. I also understand that violation of said rules may result in my vehicle being towed away at my expense and/or the denial of parking privileges at Duck's Village. I agree to pay a tow-away charge if such action is taken. I also acknowledge that the permit issued to me is only valid until the end of my clinical rotation as dated on my PeaceHealth Medical Student permit.

21. This agreement is made on the express condition that PeaceHealth and Duck's Village are to be free from all liability and claim damages by reason of any injury to any person or persons, including residents or family of residents, guests or property of any kind from any cause or causes arising from or relating to any acts or omissions undertaken by student, student's guests, other students or any other person or persons about the apartment or premises other than lessor, its agents or employees. It shall be the sole responsibility of student to procure rental insurance coverage on his/her own personal property.

Student Name: _____ Student Signature: _____ Date: _____

Accepted by PeaceHealth: _____ Date: _____