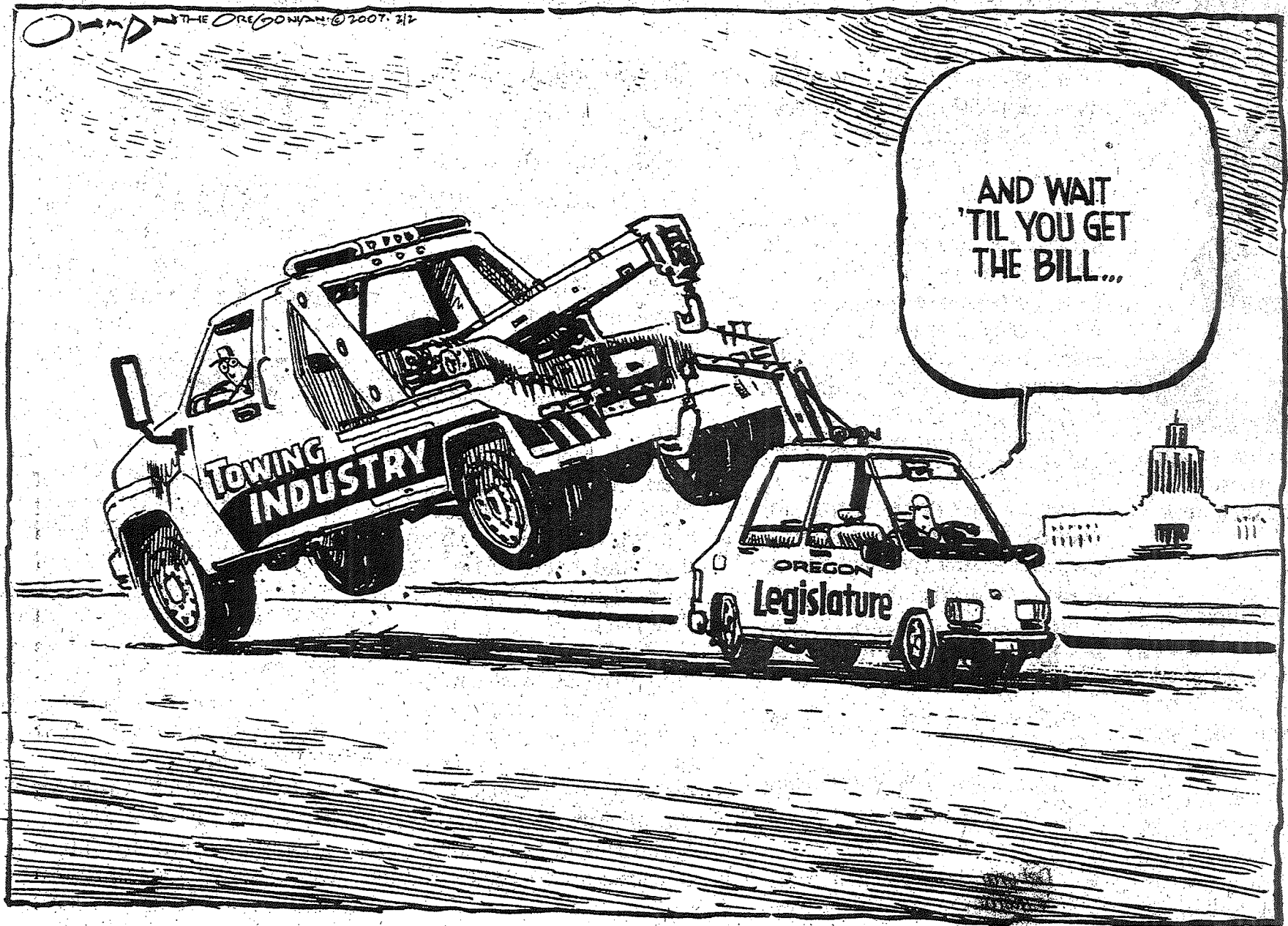


Feb 2, 2007

LETTERS TO THE EDITOR, COLUM



Residents add up the tows

City says Northeast complex isn't alone in tow truck trauma

By JACOB QUINN SANDERS
The Tribune

Even the first time Isgow Mohamed's car was towed from in front of his apartment complex, he wasn't surprised. At the Plaza de Cedros apartments, it happens to everyone. Tucked off Northeast Fremont Street near 102nd Avenue, the complex is nearly invisible from the road. Yet Mohamed's van has been towed three times in the year he has lived there, each time despite the parking permit he displays. Each time he paid Retriever Towing, which has a contract with the complex's owners, a minimum \$177 fee.

One former neighbor was towed four times in one day — while trying to move out of the complex of six apartments. And a neighbor whose house abuts the parking lot — and whose parking space is part of the lot — saw his and his son's cars towed a total of three times.

"It's like a Third World country with no rules," Mohamed, 49, said.

Those at Plaza de Cedros are only one small group of Portlanders run over by tow truck drivers whom city officials call predators more interested in chasing a buck than following the law.

"They're like pirates," said Gordon Johnston, a citizen's advocate on the staff of city Commissioner Sam Adams who has been researching predatory towing practices since January. "They're out marauding on the seas of life."

But the laws themselves also are part of the problem, officials say, leaving unresolved issues that could protect Portlanders from having to pay hundreds of dollars to pick up their cars from a distant storage lot.

Each of the residents of Plaza de Cedros said the tow truck drivers gave them no reason for their cars being towed, telling them only what it would cost them — in cash — to have them unhook the cars.



TRIBUNE FILE PHOTO: KYLE GREEN

Retriever Towing is one of the largest of the 19 towing companies licensed to operate in Portland. As a result of what city officials see as predatory practices in the industry, there's a move in the state Legislature to increase regulations on towing companies.

Child on board

Luis Interian, 36, who has lived at Plaza de Cedros for a year, prevailed on a tow truck driver to unhook his car for free once, albeit dramatically.

"My little girl was inside," he said in Spanish. "The driver told me he was going to tow my car and I said, OK, but my daughter's in there. He said again he was going to tow the car, and I told him, OK, but he had to take my daughter, too. He got mad. And then he let the car go and left."

Pietro Ferrari, executive director of Hacienda Community Development Corp., which owns Plaza de Cedros, deflected responsibility for the tows. Ferrari said Hacienda's former property management firm, fired in August, allowed the towing company free, random access to the parking lot and let the towing company use its discretion in whether it towed a car.

Ferrari said he directed the new management firm, Income Property Management, to amend the towing contract and allow tow trucks into the lot only after a call from the firm.

"There were some problems, yes," Ferrari said of the previous arrangement. "But we believe we are addressing them and that further inquiries to the management companies could resolve this issue for our residents."

Representatives of the former managers, Quantum Management Services, did not return phone calls seeking comment.

Nor did anyone from Income Property Management.

The Tribune made three calls over three days to Retriever Towing for comment. None of the calls was returned.

Where does the money go?

Residents of the complex said that there has been little change in the situation despite the change in managers and that tow truck drivers will take the fees in cash, leading them to question whether it's a bribe.

"I don't know that the money goes to the company," Mohamed said. "I'm not sure that it does, you know? How do I know?"

Lucky for residents, the neighbor who shares their parking lot and their plight is Sean Cruz, an aide to state Sen. Avel Gordly, D-Portland.

Cruz's van and his son's car were towed March 19. Retriever gave him a bill for \$366, which it later canceled in writing because of its error. Four days later, Retriever towed his son's car again.

"Tell me this is not extortion," Cruz said, walking around the lot. "Tell me this is not just an excuse to harm people who cannot fight back."

Immigrants make up most of the tenants — Mohamed is from Somalia, Interian from Mexico — in what Cruz described as "low-income housing, but it's nice here."

He took their stories to Gordly and to Johnston at City Hall.

Johnston said the city cannot regulate the Plaza de Cedros lot because it contains five spaces —

fewer than the 10 needed to give the city authority. And the city also cannot impose ordinances more restrictive than state law, which allows towing companies with private contracts to tow at will even in the absence of a landlord's complaint or actual parking violation.

Among the things Johnson is exploring is whether access to a parking space, like the apartment it belongs to, is governed by landlord-tenant laws — essentially, whether a landlord or towing company trespasses by entering a space without 24 hours' written notice. And he is considering a requirement that all tows be preceded by a phone call from a complaining landlord rather than being governed by the tow truck driver's discretion.

An easy target

Cruz and Johnston believe the tow companies choose to tow more in low-income neighborhoods because people there are less likely to sue and have a more fundamental need for their cars — no car, no paycheck, or in some cases no job — than in more affluent areas.

"The target is always the apartment complexes in Southeast Portland and east Portland that cater to the poor," Johnston said.

The first effort at changes must come from the state Legislature where Cruz and Gordly are writing a bill increasing regulations on towing companies.

"Until Salem makes its move, our people can't get with their legal people to figure this out," Johnston said.

It will take a lot to change the impressions cut in to Plaza de Cedros residents. There is too much recent history.

Last week, Retriever towed Jose Interian's car. Eighteen years old and the son of Luis Interian, he couldn't understand, especially when he found out someone called the towing company to report a different car — in a different parking lot. He found that out when a Retriever driver brought his car back about 45 minutes later.

"At least they didn't charge me this time," he said. "That would have really been a mess."

Portland PPI

REQUESTED BY: Plaza Del Cedro

DATE OF TOW: 3/19/05

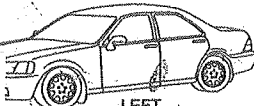
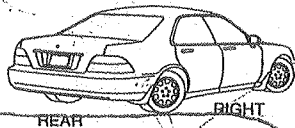
RETRIEVER TOWING

1551 NW QUIMBY
PORTLAND, OR 97209

(503) 222-4763

INVOICE #: 53729

TOW NUMBER:

LICENSE <u>T2R263</u>	STATE <u>OK</u>	VIN <u>6D4TS70263095</u>	MAKE <u>Cad</u>	MODEL <u>Cadillac</u>	STYLE <u>2</u>																
YEAR <u>83</u>	COLOR <u>Brown</u>	CLASS (circle one) <u>(A)</u> B C	DRIVEABLE: <u>(2)</u> YES NO	DOLLIES? circle YES NO FRONT UP <input type="checkbox"/> REAR UP <input checked="" type="checkbox"/>	AUTHORIZED BY (Company) <u>---</u>																
TOWED FROM (Full street address) <u>10801 NE Freeman</u>			TOWED TO <u>193rd</u>																		
PRIOR NOTICE CALLED IN (Time and City ID) <u>630</u>		COMPLETION FAX (Time and City ID) <u>735 1638</u>		RELEASED BY																	
TRUCK <u>2210</u>		TOW DRIVER <u>638</u>		RELEASE REQUIRED? (circle one) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>																	
RELEASED TO NAME			STREET ADDRESS																		
CITY	STATE	ZIP	TELEPHONE																		
BILL TO: <u>no Permitt</u>			DAMAGE PRIOR TO TOW																		
COM																					
COM																					
REL			<p>City - Regulated PPI Fees 2005</p> <p>Contact City's Towing Coordinator: (503) 823-5146</p>																		
			<table border="1"> <thead> <tr> <th colspan="2">CHARGES</th> </tr> </thead> <tbody> <tr> <td>Towing Fee</td> <td><u>100</u></td> </tr> <tr> <td>City Data Services Fee</td> <td><u>12</u></td> </tr> <tr> <td>City Service Fee</td> <td><u>5</u></td> </tr> <tr> <td>STORAGE</td> <td></td> </tr> <tr> <td colspan="2">_____ DAYS @ \$20 EA.</td> </tr> <tr> <td>Lien Fee (APPLIES AFTER 5 DAYS)</td> <td></td> </tr> <tr> <td>TOTAL</td> <td>177</td> </tr> </tbody> </table>			CHARGES		Towing Fee	<u>100</u>	City Data Services Fee	<u>12</u>	City Service Fee	<u>5</u>	STORAGE		_____ DAYS @ \$20 EA.		Lien Fee (APPLIES AFTER 5 DAYS)		TOTAL	177
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STORAGE																					
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Lien Fee (APPLIES AFTER 5 DAYS)																					
TOTAL	177																				
PAYMENT METHOD			VISA DEBIT CASH																		
LAST FOUR DIGITS OF THE ACCT NUMBER & EXP. DATE																					

CUSTOMER

RETRIEVER TOWING

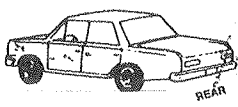
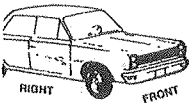
1551 NW QUIMBY ST.
PORTLAND, OR 97209
(503) 222-4763

INVOICE # R- 97264

REQUESTED BY: PLAZA DEL CEDRO

DATE TOWED: 3/19/05

TOW NUMBER:

MAKE <u>Dodge</u>	MODEL <u>Caravan</u>	STYLE <u>Van</u>	VIN <u>2B4GH4530SR119576</u>
LICENSE <u>W6V984</u>	STATE <u>OK</u>	COLOR <u>Blue</u>	
TOWED FROM <u>10801 NE Freeman</u>	TOWED TO <u>1551 NW Quimby</u>		
TIME IN <u>0515</u>	CALLER BY <u>RH</u>	TIME OUT	
OWNER'S NAME	PHONE NUMBER	TYPE OF TOW <u>PAT</u>	
CONTENTS	TOW <u>11000</u>	MILES <u>4042</u>	
DRIVER <u>RH</u>	TRUCK <u>98</u>	DOLLIES <input type="checkbox"/> FRONT-UP <input checked="" type="checkbox"/> REAR-UP	
COMMENTS <u>NO Permit</u>	DAMAGE PRIOR TO TOW	STORAGE <u>3300 x</u>	
		RETOU <u>700</u>	
		RETOU DOLLIES <u>---</u>	
		RECOVERY & WINCHING <u>---</u>	
		SERVICE CALL <u>---</u>	
		LIEN FEE <u>---</u>	
		DISPATCH FEE <u>---</u>	
		TOTAL <u>189</u>	
		<u>23</u> <u>stuck</u> <u>222</u>	
		PAYMENT METHOD <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE	

UNregulated
City PPI
Fees 2005

3-19-05

189



1000 Nations

*public policy research and consulting
editorial services*

November 27, 2013

Testimony for City Council re PPI towing abuses/failure to enforce ORS

Mayor Hales and Members of the City Council:

My name is Sean Aaron Cruz. I served as Senator Avel Gordly's legislative staff for six years and in that capacity conducted the original research into predatory towing practices taking place in Portland that were targeting low income apartment residents, people of color and communities of immigrants with minimal or no English skills (**Exhibit A**).

I drafted the legislative concepts enacted in 2007 that were designed to curb these abusive practices in Senate Bill 431 and parts of Senate Bill 116. I led Senator Gordly's towing workgroup and feel that I can speak with this expertise as to the intent of the legislation and what it means to Portland citizens.

Both of these bills created significant new protections from unscrupulous Private Property Impound (PPI) towers for apartment tenants and their visitors as well as for the general public.

However, I am here to tell you today that none of the citizen protections enacted in 2007 have been enforced in Portland; that there isn't a single apartment tenant in Portland who is aware of their rights under the new laws; that before recent weeks none of the citizen rights passed in 2007 were ever listed on the City's posted list of citizen rights; that last December the City also rolled back many of the citizen protections it had in place prior to 2007; and that the towers have even been allowed to create new fees, invent new excuses to tow a tenant's vehicle unfairly and otherwise circumvent both the spirit and the letter of the law. The PPI system in Portland remains rife with fraud and

abuse, probably more so today than it was prior to 2007, with higher costs being forced upon the public.

I am here to ask Council to order an immediate suspension of PPI towing from Portland apartment parking facilities until the property owner or manager can show that they are fully in compliance with state law, and that all of their tenants have received proper notification of towing fees and of their rights in a language that they can understand. Towers have been receiving a holiday from enforcement for six years.

My research showed that Portland's PPI towing system is built upon these fundamentals: (1) an uninformed public, unaware of their rights under the law; (2) failure to enforce existing state laws and the city's own ordinances; (3) PPI contracts based upon illegal consideration; that is, apartment owners/managers receiving free towing services in exchange for allowing a tower the privilege of towing vehicles from the property; (4) tow drivers working on commission who make all judgment calls and create the documentation justifying the tow; (5) apartment rental agreements designed to create towing opportunities in violation of state law and where tenants are tricked into signing away their rights without knowing what they are (**Exhibit B**); and, (6) price fixing, collusion and racketeering.

If your vehicle was towed from an apartment complex since the new laws were enacted in 2007, you are probably due your money back, at minimum. Those vehicles were probably towed under illegal contracts, or under an illegal rule.

Apartment tenants have the right to know the minimum amount of cash they must have in their pockets at all times in order to meet the immediate demands of a tow truck driver arriving without notice. They have a right to know how much more cash they will need in order to redeem the vehicle if it is towed, and they have a right to know these requirements at the onset of their tenancy.

Under SB 116, towers are required to provide a rate sheet in at least 10 point type listing the amounts the tower charges for goods and services prior to towing the vehicle. Failure to provide the printed rate sheet is an Unfair Trade Practice under SB 116, and each violation may be subject to penalties up to \$ 25,000.

There isn't a single tenant in Portland who has seen any of those price sheets or who is aware that he or she has this right.

The 2007 legislation addressed issues related to public health and safety, landlord — tenant relations and fair notice and full financial disclosure to apartment tenants and their visitors, including requiring signage to be posted at all entrances. SB 116 states:

“(2) The Legislative Assembly declares that:

(a) Statutes that assist members of the public in avoiding involuntary loss of use of motor vehicles and in expediting recovery of motor vehicles and the personal property in the motor vehicles promote the safety and welfare of members of the public.”

I would be very happy to brief Council further on the PPI towing legislation as it applies to these additional issues:

- ☐ Municipal power to regulate involuntary towing/safety issues
- ☐ PPI burden on police/EMT/911 resources, public expense
- ☐ Tenant rights pertaining to assigned parking spaces
- ☐ Disability fairness issues
- ☐ Quiet enjoyment
- ☐ Signage/fair notice requirements
- ☐ Unfairness caused by time/distance from tow lot
- ☐ “Citizen rights” from immigrant perspective
- ☐ Barriers to citizen/immigrant redress/justice in the PPI system

Sincerely,

Sean Aaron Cruz
Executive Director

Exhibit A: PPI regulated and non-regulated towing invoices, 2005

Exhibit B: Illegal PPI agreement, 2012

~~~~~

<http://1000nations.wordpress.com>

10809 NE Fremont Street, Portland OR 97220

p 503-257-6432 c 503-804-2616 [seancruz@comcast.net](mailto:seancruz@comcast.net)



Portland PPI

REQUESTED BY: Plaza de Cedro



DATE OF TOW: 3/19/05

# RETRIEVER TOWING

1551 NW QUIMBY  
PORTLAND, OR 97209  
(503) 222-4763

INVOICE #: **53723**

TOW NUMBER:

|                                                             |                       |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
|-------------------------------------------------------------|-----------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------|------------|------------|------------------------|-----------|------------------|----------|---------|--|-----------------------|--|---------------------------------|--|--------------|------------|
| LICENSE<br><u>T2R263</u>                                    | STATE<br><u>OK</u>    | VIN<br><u>6D4TS70263095</u>                         | MAKE<br><u>Cad</u>                                                                                                                                                                                                                                                                                                                                                                                                                       | MODEL<br><u>Cadillac</u>                                                                                | STYLE<br><u>2</u>                    |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| YEAR<br><u>83</u>                                           | COLOR<br><u>Brown</u> | CLASS (circle one)<br><u>(A)</u> B C                | DRIVEABLE:<br><u>(YES)</u> NO                                                                                                                                                                                                                                                                                                                                                                                                            | DOLLIES? circle YES NO<br>FRONT UP <input type="checkbox"/> REAR UP <input checked="" type="checkbox"/> | AUTHORIZED BY (Company)<br><u>me</u> |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| TOWED FROM (Full street address)<br><u>10801 NE Freeman</u> |                       |                                                     | TOWED TO<br><u>143rd</u>                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| PRIOR NOTICE CALLED IN (Time and City ID)<br><u>630</u>     |                       | COMPLETION FAX (Time and City ID)<br><u>735/638</u> |                                                                                                                                                                                                                                                                                                                                                                                                                                          | RELEASED BY                                                                                             |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| TRUCK<br><u>2210</u>                                        |                       | TOW DRIVER<br><u>638</u>                            |                                                                                                                                                                                                                                                                                                                                                                                                                                          | RELEASE REQUIRED? (circle one)<br>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>   |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| RELEASED TO NAME                                            |                       |                                                     | STREET ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| CITY                                                        | STATE                 | ZIP                                                 | TELEPHONE                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| BILL TO:<br><u>No Permitt!</u>                              |                       |                                                     | DAMAGE PRIOR TO TOW                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| <p>City - Regulated<br/>PPI Fees<br/>2005</p>               |                       |                                                     |  LEFT<br> RIGHT<br><p>Contact City's Towing Coordinator:<br/>(503) 823-5146</p>                                                                                                                                                                                       |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
|                                                             |                       |                                                     | <p><b>CHARGES</b></p> <table border="1"> <tr> <td>Towing Fee</td> <td><u>160</u></td> </tr> <tr> <td>City Data Services Fee</td> <td><u>12</u></td> </tr> <tr> <td>City Service Fee</td> <td><u>5</u></td> </tr> <tr> <td>STORAGE</td> <td></td> </tr> <tr> <td colspan="2">_____ DAYS @ \$20 EA.</td> </tr> <tr> <td>Lien Fee (APPLIES AFTER 5 DAYS)</td> <td></td> </tr> <tr> <td><b>TOTAL</b></td> <td><u>177</u></td> </tr> </table> |                                                                                                         |                                      | Towing Fee | <u>160</u> | City Data Services Fee | <u>12</u> | City Service Fee | <u>5</u> | STORAGE |  | _____ DAYS @ \$20 EA. |  | Lien Fee (APPLIES AFTER 5 DAYS) |  | <b>TOTAL</b> | <u>177</u> |
|                                                             |                       |                                                     | Towing Fee                                                                                                                                                                                                                                                                                                                                                                                                                               | <u>160</u>                                                                                              |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
|                                                             |                       |                                                     | City Data Services Fee                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>12</u>                                                                                               |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| City Service Fee                                            | <u>5</u>              |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| STORAGE                                                     |                       |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| _____ DAYS @ \$20 EA.                                       |                       |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| Lien Fee (APPLIES AFTER 5 DAYS)                             |                       |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| <b>TOTAL</b>                                                | <u>177</u>            |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| <p>PAYMENT METHOD<br/>VISA DEBIT CASH</p>                   |                       |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |
| <p>LAST FOUR DIGITS OF THE ACCT NUMBER &amp; EXP. DATE</p>  |                       |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                         |                                      |            |            |                        |           |                  |          |         |  |                       |  |                                 |  |              |            |

CUSTOMER

# RETRIEVER TOWING

REQUESTED BY: Plaza de Cedro

DATE TOWED: 3/19/05

1551 NW QUIMBY ST.  
PORTLAND, OR 97209  
(503) 222-4763

INVOICE # **R- 97264**

TOW NUMBER:

|                                                                                                                                   |                            |                                                                                                        |                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| MAKE<br><u>Vodac</u>                                                                                                              | MODEL<br><u>Caravan</u>    | STYLE<br><u>Van</u>                                                                                    | VIN<br><u>2B49H1530SR119376</u>                                                  |
| LICENSE<br><u>UBV 984</u>                                                                                                         | STATE<br><u>OK</u>         | COLOR<br><u>Blue</u>                                                                                   | DRIVEABLE<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| TOWED FROM<br><u>10801 NE Freeman</u>                                                                                             |                            | TOWED TO<br><u>1551 NW Quimby</u>                                                                      |                                                                                  |
| TIME IN<br><u>0515</u>                                                                                                            | CALLER'S NAME<br><u>RH</u> | TIME OUT                                                                                               | RELEASED BY                                                                      |
| OWNER'S NAME                                                                                                                      |                            | PHONE NUMBER                                                                                           | TYPE OF TOW<br><u>PAT</u>                                                        |
| CONTENTS                                                                                                                          |                            | AUTHORIZATION<br><u>Car</u>                                                                            |                                                                                  |
| DRIVER<br><u>RH</u>                                                                                                               | TRUCK<br><u>98</u>         | TOW<br><u>110</u>                                                                                      |                                                                                  |
| DAMAGE PRIOR TO TOW                                                                                                               |                            | DOLLIES                                                                                                |                                                                                  |
| <p>UNregulated<br/>City PPI<br/>Fees 2005</p>                                                                                     |                            | <input type="checkbox"/> FRONT-UP <input checked="" type="checkbox"/> REAR-UP                          |                                                                                  |
|                                                                                                                                   |                            | STORAGE <u>33</u> x                                                                                    |                                                                                  |
|                                                                                                                                   |                            | RETOW                                                                                                  |                                                                                  |
|                                                                                                                                   |                            | RETOW DOLLIES                                                                                          |                                                                                  |
| RECOVERY & WINCHING                                                                                                               |                            | PHOTO FEE                                                                                              |                                                                                  |
| SERVICE CALL                                                                                                                      |                            | DISPATCH FEE                                                                                           |                                                                                  |
| LIEN FEE                                                                                                                          |                            | MILES<br><u>189</u>                                                                                    |                                                                                  |
| PAYMENT METHOD                                                                                                                    |                            | GATE FEE                                                                                               |                                                                                  |
| <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE |                            | <p>126 -</p> <p>35 -</p> <p>3 -</p> <p>10 -</p> <p>15 -</p> <p>189</p> <p>23</p> <p>222</p> <p>189</p> |                                                                                  |



OREGON  
PARKING / CARPORT AGREEMENT



DATE \_\_\_\_\_ PROPERTY NAME / NUMBER Images Columbia Apartments 1  
RESIDENT NAME(S) \_\_\_\_\_  
UNIT NUMBER \_\_\_\_\_ STREET ADDRESS 13436 NE Sandy Blvd.  
CITY Portland STATE OR ZIP 97230

Check all that apply:

- ☐ No resident parking spaces are assigned. All parking is on a first-come basis.  
☒ All residents must display a parking tag, sticker or other device supplied by Owner/Agent.  
☒ Resident parking spaces are assigned. Resident has been assigned the following parking space/carport number(s): \_\_\_\_\_ (Space(s) may be reassigned per rule 14 on page 2.)  
☐ The monthly fee for the assigned parking space(s) is \$ \_\_\_\_\_ and is due and payable on the first day of each month.  
☒ The right to use the assigned parking space(s) is included in your monthly rent payment.  
☒ Guest parking is not allowed on the property.  
☐ Guest parking is allowed on the property only as follows:  
☐ In spaces marked as "Guest" or "Visitor."  
☐ In any unassigned parking space.  
☐ Only those vehicles authorized by Owner/Agent with prior consent (guest tag provided).  
☐ Other \_\_\_\_\_

ACCOUNTING

TOTAL DUE AT START OF RENTAL  
\$ 0.00 TO COVER RENT  
FROM \_\_\_\_\_  
THRU \_\_\_\_\_

LATE FEE:  
\$ \_\_\_\_\_  
DISHONORED CHECK FEE:  
\$ 35.00 + BANK CHARGES  
DATE RENTAL TERM BEGINNING:  
\_\_\_\_\_

Resident's Authorized Vehicles:

|               |             |             |                       |
|---------------|-------------|-------------|-----------------------|
| 1. Make _____ | Model _____ | State _____ | License Plate # _____ |
| 2. Make _____ | Model _____ | State _____ | License Plate # _____ |
| 3. Make _____ | Model _____ | State _____ | License Plate # _____ |
| 4. Make _____ | Model _____ | State _____ | License Plate # _____ |
| 5. Make _____ | Model _____ | State _____ | License Plate # _____ |

Vehicles may not be substituted or changed by Resident without written notice from Resident and written consent from Owner/Agent.

**Parking Tags/Stickers/Identification (if applicable):** Parking identification for Resident vehicle(s) (i.e., tags, stickers or other devices) is in the form of 1 PURPLE TAG. Resident acknowledges that parking identification has been provided by Owner/Agent that can be used on either a primary or secondary vehicle. To be issued parking identification, Resident must present copy of proof of ownership and current vehicle registration. The parking identification is the property of Owner/Agent, is not transferable, and must be returned to Owner/Agent at the end of Resident's tenancy. The fee for replacing lost or stolen parking identification is \$ 50.00. This identification shall be clearly and visibly displayed in the vehicle in the following manner: Hang from the rear view mirror. Whether guest parking is allowed and, if allowed, the method for identifying guest parking spaces or identifying authorized guest vehicles is described above. RESIDENT UNDERSTANDS THAT OWNER/AGENT MAY HAVE A VEHICLE REMOVED FROM THE PREMISES WITHOUT NOTICE FOR FAILING TO DISPLAY THE PARKING TAG, STICKER OR OTHER DEVICE.

This agreement shall be in effect for the duration of Resident's occupancy and terminates upon termination of Resident's tenancy. Owner/Agent reserves the right to limit the type, size and number of vehicles per unit.

☐ The person renting the parking space/carport is not a residential tenant of the Premises. This agreement runs month-to-month and may be terminated with at least 10 days' notice. Nonpayment of rent will be governed by ORS 91.090.

Violation of this agreement, Oregon law, or any other posted rules regarding guest parking could result in vehicles being towed or immobilized and owners of vehicles being subject to violations and fines. Parking lots will be patrolled for the purpose of removing unauthorized vehicles by the following towing company:

Company Name 21st Century Towing Phone Number (503) 283-7788

Address 8205 N Congress Ave, Portland, OR 97217

(If this information is left blank, name and contact information for towing company are posted on prominent signs on the property.)

See Rules & Regulations on Page 2

|               |            |               |            |
|---------------|------------|---------------|------------|
| X<br>RESIDENT | DATE _____ | X<br>RESIDENT | DATE _____ |
| X<br>RESIDENT | DATE _____ | X<br>RESIDENT | DATE _____ |
| X<br>RESIDENT | DATE _____ | X<br>RESIDENT | DATE _____ |

☐ ON SITE ☐ RESIDENT ☐ MAIN ENTRANCE (IF REQUIRED)

PAGE 1 OF 2



ALARMS
SMOKE ALARMS & CARBON MONOXIDE ALARMS: Resident acknowledges and Owner/Agent certifies that the unit is equipped with a smoke alarm and, if required, a carbon monoxide alarm...
TYPE OF SMOKE ALARM: [X] 10-YEAR BATTERY [ ] ELECTRIC [ ] ELECTRIC WITH BATTERY BACKUP
TYPE OF CARBON MONOXIDE ALARM: [ ] BATTERY [ ] ELECTRIC [ ] ELECTRIC WITH BATTERY BACKUP
I have received instructions on the proper use of the smoke alarm and carbon monoxide alarm, if applicable.

UTILITIES
PAID FOR / PROVIDED BY: ELECTRICITY WATER SEWER GARBAGE SERVICE GARBAGE CONTAINER BASIC CABLE GAS OTHER
OWNER [ ] [ ] [ ] [X] [X] [ ] [ ] [ ]
RESIDENT [X] [X] [X] [ ] [ ] [X] [ ] [ ]
THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY RESIDENT WILL BENEFIT OTHER RESIDENTS OR OWNER/AGENT:
ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY: [X] RESIDENT [ ] OWNER/AGENT
(SEE SECTION 17 OF THE TERMS AND CONDITIONS BELOW FOR OWNER/AGENT ENTRY RIGHTS)

OTHER
ANIMALS (APPROVED BY OWNER/AGENT) NUMBER & TYPE: 2 Dog
APPROVED FOR USE: [ ] WATERBED [ ] AQUARIUM [ ] THE FOLLOWING MUSICAL INSTRUMENTS:
[ ] IF CHECKED, RENTER'S INSURANCE IS REQUIRED MINIMUM INSURANCE AMOUNT \$ (100 000 IF LEFT BLANK)
SMOKING POLICY: [ ] SMOKING ALLOWED--ENTIRE PREMISES [ ] SMOKING PROHIBITED--ENTIRE PREMISES
[X] SMOKING ALLOWED IN LIMITED AREAS (SEE NO-SMOKING ADDENDUM)
THE DWELLING UNIT IS LOCATED WITHIN A 100-YEAR FLOODPLAIN: [X] YES [ ] NO

I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON ALL PAGES OF THIS AGREEMENT.
RESIDENT X DATE RESIDENT X DATE
RESIDENT X DATE RESIDENT X DATE
RESIDENT X DATE RESIDENT X DATE
PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY PHONE
ADDRESS, CITY, STATE, ZIP
PERSON TO CONTACT IN THE EVENT OF MY DEATH PHONE
ADDRESS, CITY, STATE, ZIP
OWNER/AGENT X DATE IF APPLICABLE, REAL ESTATE BROKER APPROVAL
INITIAL DATE

TERMS AND CONDITIONS
1. RENTS: Unless another date is set forth above, rents are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the 4th day of the rental period a late fee in the amount stated on this Rental Agreement will be imposed on the 5th day of the rental period and Owner/Agent may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior Owner/Agent approval. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments of rent, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future rent payments by certified check or money order. Month-to-month rents may be increased with a 30-day written notice. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360-day year composed of twelve months of 30 days each; b) a 365-day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rata shall be based on a 365-day year.
2. NONPAYMENT OF RENT NOTICES: If rent is not paid by the end of the 4th day of the rental period, Owner/Agent may issue on the 5th day of the rental period a 144-hour notice of nonpayment of rent. This provision does not waive Owner/Agent's right to issue a 72-hour notice of nonpayment of rent on the 8th day of the rental period.
3. APPLICATION OF PAYMENTS: All payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/Agent as follows: first to any outstanding amounts due Owner/Agent for damages/repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior month; third, to the current month's rent; and last, to outstanding late charges.
4. EARLY TERMINATION OF LEASE: If the early termination box is checked on page 1 of this Rental Agreement, upon any failure of Resident to occupy the unit for the full term, for any reason other than as provided in ORS 90.453(2), 90.472 or 90.475, Owner/Agent may charge Resident, all of the following: a) all rent, unpaid fees and other non-rent charges accrued prior to the date that Owner/Agent knew or reasonably should have known of the abandonment or relinquishment of the unit; b) all damages relating to the condition of the unit; c) an early termination fee in the amount set forth on the front of this Rental Agreement, which amount may not exceed one and one-half month's stated rent; and d) interest on the above amounts at the statutory rate from the date each was due. The early termination fee is due on the earlier of the date Resident gives notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this Rental Agreement. If the early termination box is not checked, or if Resident has not given Owner/Agent at least 30 days written notice of intent to terminate and paid rent through the termination date, Owner/Agent may elect to recover from Resident, instead of the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rented and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement; damages related to the condition of the unit, and interest on all amounts at the statutory rate.
5. TERMINATION OF MONTH-TO-MONTH TENANCY: A 30-day written notice to terminate will be required for Resident to terminate a month-to-month tenancy. Owner/Agent must give at least 30 days' written notice to terminate a month-to-month tenancy during the first year of the occupancy. After the first year of occupancy at least 60 days' written notice will be required. First year of the occupancy includes all periods in which any of the Residents has resided in the unit for one year or less.
6. CONVERSION OF FIXED-TERM TENANCY: A fixed-term tenancy will automatically convert to a month-to-month tenancy unless either party has properly terminated the tenancy by giving at least 30 days' written notice prior to the end of the fixed term, or 60 days by the Owner/Agent if such termination is after the first year of occupancy.
7. PETS, WATERBEDS AND MUSICAL INSTRUMENTS: No cats, dogs or other pets capable of causing damage to persons or property are allowed on the Premises without a signed pet agreement, and payment of any deposit required by Owner/Agent. Resident will be responsible for any and all damage caused by his/her pet(s). Waterbeds are permissible only with proper insurance and written approval by Owner/Agent. Musical instruments are not allowed without the prior written consent of Owner/Agent.
8. OCCUPANTS: The unit will be used only for housing persons listed on this Rental Agreement. Additional Residents must be approved by Owner/Agent and are

**Rules and Regulations:**

1. Parking spaces are to be used only for parking regular or compact-sized vehicles. No over-sized vehicles or storage of any kind is allowed in a parking space.
2. If a household has more vehicles than assigned spaces, the additional vehicles, if authorized, must be parked in "unassigned" parking areas. Any Resident vehicles not listed on page 1 must be parked off-site.
3. Owner/Agent does not guarantee the use of a parking space. Unassigned parking spaces will be made available on a first-come, first-served basis.
4. Residents with parking identification must park in their assigned parking space(s) or in areas marked for resident parking.
5. Spaces marked with "Guest" or "Visitor" are for non-residents only. Resident vehicles parked in "Guest" or "Visitor" parking will be subject to towing.
6. Motorcycles and mopeds must be parked in a parking space and registered as stated above.
7. Resident and guests are not allowed to park boats, commercial vehicles, trucks of one ton and above, trailers or recreational vehicles without the express written approval of Owner/Agent, which is subject to space availability and restrictions.
8. The speed limit in the parking area and driveways is 5 miles per hour, unless posted otherwise.
9. Neither the Owner nor the Agent accepts responsibility for the damage or theft of any of Resident's or Resident's guests' vehicles, or contents, or for injuries involving any vehicle in the parking lot. Owner/Agent shall not be responsible for personal property lost in or stolen from parking areas. Use of the parking areas shall be at the sole risk of Resident and Resident's guests. Resident and Resident's guests should remove valuables and lock the doors of vehicles.
10. Resident assumes all responsibility, and indemnifies and holds Owner/Agent harmless, for any damages or claims that may be caused by or arise out of Resident's (or Resident's guest(s)) use of parking areas.
11. Resident must obey all Oregon motor vehicle laws, traffic laws and posted signs. Resident may not park in disabled person parking areas (unless he/she has a valid disabled person parking permit), red fire lanes, visitor spots, on lawns or other common areas not designated for parking, or blocking entrances, thoroughfares, walkways and/or dumpsters.
12. No toxic, hazardous or flammable materials may be stored by Resident at any time in any vehicle or parking space.
13. Resident agrees to pay for any damages caused to the parking areas or personal property or vehicles by Resident or Resident's guests.
14. Either party of this agreement may give a 30-day notice to vacate a parking space which is assigned in this agreement. Spaces are assigned on a month-to-month basis only. Owner/Agent reserves the right to change the location of Resident's assigned parking space(s) with 30 days' written notice.
15. Resident agrees to keep his/her vehicle street legal, licensed and insured, in working order and in good repair, which will be determined at the discretion of Owner/Agent. Vehicles leaking oil or other fluids must be repaired or removed immediately or this agreement may be terminated by Owner/Agent. Washing of vehicles on the Premises is prohibited unless a specific washing area is designated. No vehicle repair work is allowed on the Premises.
16. Any violation of this agreement is a material non-compliance with the Rental Agreement. Failure to have proper and current registration of vehicles or parking of an unregistered vehicle on the Premises is a lease violation and a violation of this agreement.
17. Owner/Agent shall have the right to temporarily close the parking areas or certain areas therein in order to perform necessary repairs, maintenance and improvements to the parking areas.
18. The parking lot(s) of the Premises present substantial dangers because of the movement of motor vehicles. To ensure the safety of all residents, no one shall play in the parking areas.

**Towing:**

1. Owner/Agent may tow a vehicle without notice to the owner or operator of the vehicle if the vehicle:
  - a. blocks or prevents access by emergency vehicles;
  - b. blocks or prevents entry to the Premises;
  - c. violates a prominently posted parking prohibition;
  - d. blocks or is unlawfully parked in a space reserved for persons with disabilities;
  - e. is parked in an area not intended for motor vehicles, including, but not limited to, sidewalks, lawns, and landscaping;
  - f. is parked in a space reserved for residents but is not assigned to a resident and does not display a parking tag, sticker, identification or other device if required on page 1; or;
  - g. is parked in an assigned space and Owner/Agent has permission from the resident to whom the space has been assigned to tow the vehicle.
2. Owner/Agent may tow inoperable vehicles that are otherwise parked in compliance with this agreement after affixing a prominent 72-hour notice to the vehicle stating that the vehicle will be towed if it is not removed or otherwise brought into compliance with this agreement.

#### TRASH COLLECTION AND REMOVAL

1. All trash, garbage and rubbish will be disposed of properly in approved receptacles and will not be stored in or around any unit.
2. All trash from Resident's home should be bagged, sealed or tied and placed in the trash containers. All wet garbage must be wrapped.
3. Do not place any burning materials or hazardous chemicals in the containers.
4. Do not place old furniture, broken toys, etc. by the dumpster. Residents are responsible for removal of such items, and will be charged if they do not immediately remove these items upon request.
5. Boxes must be crushed before being placed in trash containers.
6. Use recycling bins when possible.
7. Under no circumstances is rummaging through or removing discarded trash or recycling permitted on the Premises.

#### MOTOR VEHICLES AND GUEST PARKING

1. Unless parked in designated guest parking spaces, all vehicles must be registered with Management before parking on the Premises. Guest parking spaces are for the use of short-term guests only. Parking by guests longer than 24 hours will require prior approval from Management.
2. Per the Rental Agreement, inoperable and/or uninsured vehicles are not allowed on the Premises. Such vehicles are subject to tow at the resident's expense.
3. Vehicle maintenance and repairs are not permitted in the parking areas. Vehicles may be washed only in designated areas (if available).
4. Vehicles parked in any unauthorized area or zone will be subject to immediate tow at the owner's expense without written notice or prior warning.
5. For the safety of everyone, please observe the five miles per hour speed limit. Driving recklessly is prohibited.
6. Except with the consent of Management, no trailer, truck camper, boat, boat trailer, or other recreational vehicle shall be parked on any portion of the Premises.
7. Back-in parking is prohibited.
8. Each Resident shall keep the parking space which pertains to such Resident's unit in a neat, clean and sanitary condition.

#### SOLICITING

1. For Resident's privacy and security, we cannot permit peddling or soliciting. Please report any activity of this sort to the office immediately.

#### MISCELLANEOUS

1. In the case of conflict between the provisions of these Community Rules & Regulations and any provisions of the Rental Agreement, the provisions of the Rental Agreement will control.
2. Residents and/or guests who smoke are requested to dispose of cigarette butts properly (in trash receptacles), not on property grounds, parking lot areas, flower pots, etc. If Resident's smoking, or that of Resident's guests, disturbs the quiet enjoyment of any other resident, Resident will take all reasonable steps to decrease the amount of smoke generated. These steps may include, but are not limited to, purchasing and using a smokeless ashtray and/or air filtration device, reducing the amount of smoking, ceasing any smoking on decks, patios or other outdoor areas, closing doors and windows. Failure of Resident to take such reasonable steps after a written request from Management will be a violation of these Community Rules & Regulations.

#### POOL & SPA COMMUNITY RULES & REGULATIONS

1. For safety reasons, no person may swim or use the spa alone. Non-swimmers and persons under 14 years of age must be accompanied by a responsible adult.
2. All persons are required to take a cleansing shower before entering the swimming pool/spa area. Suntan oil and baby oil clog the filter and must be washed off before entering the swimming pool/spa.
3. No person suffering from a communicable disease transmissible via water or under the influence of an intoxicating liquor or drugs shall use the swimming pool. For safety reasons, please check with your physician before using the swimming pool/spa if taking prescription medication.
4. No person shall bring, throw or carry food, drink, smoking material, trash, debris or any other foreign substances into the swimming pool. Smoking or serving/consuming drinks, gum or food within the swimming pool/spa area is prohibited.
5. No person shall run, engage in horseplay or use foul language in or around the swimming pool/spa area. Intentional splashing of others is not permitted. Diving in the swimming pool is not permitted.

6. Two guests per unit are allowed at one time and must be accompanied by a resident at all times. Guests are to be approved by Management. Guests' conduct and behavior are strictly the responsibility of Resident. Resident is responsible for informing guests of all community rules and regulations relating to swimming pool/spa use.
7. Management may rescind swimming pool/spa privileges or close swimming pool/spa at any time deemed necessary.
8. The gate to the swimming pool/spa enclosure must remain closed and latched at all times. Management is not responsible for personal items left in the swimming pool/spa area.
9. Glass containers, radios, music players or electrical appliances are not permitted in the swimming pool/spa area.
10. All persons must wear appropriate swim attire when using the swimming pool/spa. Cut-off jeans are prohibited. Babies must wear appropriate swim diapers when using the swimming pool. Regular diapers are not acceptable.
11. Spitting in the swimming pool/spa is not permitted.
12. No pets are permitted in the swimming pool/spa area.
13. Street shoes are not allowed on the swimming pool/spa deck areas.
14. No person shall tamper with lighting, lifeline or safety equipment in or around the swimming pool/spa area.
15. Management is not responsible for accidents or injuries sustained while using the swimming pool/spa facilities.
16. Please contact Management for operating hours.
17. Management may revoke a resident's privilege to use the pool/spa if they or their guests violate these rules.

#### LAUNDRY ROOM COMMUNITY RULES & REGULATIONS

1. Contact Management for operating hours.
2. Laundry room facilities are for the use of residents only.
3. No loitering in the laundry room facilities is allowed.
4. Obey all posted rules and hours.
5. Follow all posted instructions and manufacturer's directions when using the machines.
6. Please remove laundry promptly.
7. Use of tints and dyes is not permitted.
8. Please report any equipment failure to Management promptly.
9. Residents are responsible for any damage to the machines.
10. Management may revoke Resident's privilege to use the laundry facilities if they or their guests violate these rules.

#### FITNESS ROOM COMMUNITY RULES & REGULATIONS

1. The Community may be equipped with certain fitness equipment for the use and enjoyment of residents and guests. Please contact Management for operating hours.
2. No person under the age of 14 is allowed to use the fitness equipment unless under the direct supervision of a responsible resident.
3. Please consult your physician prior to using the fitness facility.
4. Follow all posted and manufacturer's instructions when using the fitness equipment.
5. Any and all fitness equipment is to be used at the residents' and guests' own risk. Resident assumes all responsibility for the use of fitness equipment, as well as his/her guests' use of the fitness equipment.
6. Residents are responsible for any damage caused to fitness equipment by their use or that of their guests.
7. Management may revoke a resident's privilege to use the fitness equipment if they or their guests violate these rules.

#### RECREATION ROOM COMMUNITY RULES & REGULATIONS

1. The Community may be equipped with a recreation room for the use and enjoyment of residents and guests.
2. Please contact Management for operating hours and other policies concerning use.
3. Obey any posted rules.
4. Residents are responsible for any damage caused to the recreation room or equipment caused by their use or that of their guests.
5. No behavior is allowed in the recreation room that disturbs the quiet enjoyment of the other residents.
6. Management may revoke a resident's privilege to use the recreation room if they or their guests violate these rules.

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subject to full screening procedures. Persons other than those specifically listed on this Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the rental unit" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify Owner/Agent in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Owner/Agent identifying any person not identified on this Rental Agreement and staying in the rental unit for more than 10 consecutive days, or 20 nonconsecutive days in any 12-month period, and shall state whether such person is contributing to the income of Resident and to what extent. Owner/Agent may require any person listed on page 1 as an "Other Occupant" upon reaching the age of 18, to submit an application and screening charge to Owner/Agent, be screened and if the person meets all current screening criteria, be added to this Rental Agreement as a Resident. Failure to submit an application and screening charge within 10 days of Owner/Agent's request, failure to meet the screening criteria, or failure to execute documents to be added as a Resident within 10 days of a successful screening, will be a material violation of this Rental Agreement.

9. **SUBLETTING:** Transfer of any interest in this Rental Agreement or subletting the Premises is not permitted without Owner/Agent written approval.

10. **CARE OF PREMISES:** Resident agrees to keep all areas of the Premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Resident shall take particular caution regarding the use of cigarettes and other fire hazards. Resident shall not store flammable or hazardous materials. Resident will not store personal property in a manner or in amounts which increase the risk of fire; impede proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the unit or danger for Resident or neighbors living on the Premises. Resident is responsible for all damages to furnishings or Premises caused by his/her negligence, or beyond normal wear and tear. Smoke damage will never be considered normal wear and tear. Resident shall report leaky or defective faucets at once. Resident 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.

11. **BARBECUES/FIRE PIT:** Resident 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 on apartment balconies or porches unless the area is protected by a fire sprinkler system 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.

12. **USE OF AND CHANGES TO PREMISES:** All electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the Premises are to be used in a reasonable manner. Resident will immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible. Resident will make no changes or additions to the Premises of any nature or install anything on the walls, ceilings or in the windows without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's satellite dish policy and applicable law. Resident will not engage in any conduct that violates any applicable laws.

13. **DAMAGE:** Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.

14. **SECURITY DEPOSITS:** All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. Owner/Agent may deduct the cost of carpet cleaning from the deposit regardless of whether Resident cleans the carpet before delivering possession of the dwelling unit back to Owner/Agent. If any portion of the deposit is used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from Resident at the time the accounting is sent to Resident. Any amounts not paid by Resident 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 Owner/Agent's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple Residents shall be refunded only when the last Resident vacates the unit and terminates his/her tenancy, unless other arrangements are made with Owner/Agent in writing. Security deposits may be deposited into an interest-bearing account. All interest

shall accrue to the benefit of Owner/Agent pursuant to any agreement between Owner and Agent. No interest will be paid to Resident on security deposits. If the "Deposits Held By Owner" box is checked on page 1 of this Rental Agreement, all deposits will be deposited by Agent into a trust account as required by Oregon law. Agent will then forward the deposits to the Owner of the property, who will manage the deposits pursuant to Oregon law.

15. **NON-COMPLIANCE FEES:** Owner/Agent may charge a fee not to exceed \$50 each time Owner/Agent sends a notice to Resident as a result of Resident's non-compliance with any written rules or policies related to: (a) late payment of utility or service charges owed Owner/Agent; (b) failure to clean up pet waste from a part of the Premises other than the dwelling unit; (c) failure to clean up garbage, rubbish or other waste from a part of the Premises other than the dwelling unit; (d) parking violations; or (e) improper use of vehicles within the Premises.

16. **JOINT RESPONSIBILITY:** Each Resident is jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the dwelling unit or common area by Resident, any Resident or Occupant of the same unit or his/her guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with Owner/Agent. Any valid termination notice received from any one Resident may be considered by Owner/Agent as a termination notice from all Residents. Any Resident not giving the notice who desires to remain in the Premises may be required to submit updated financial information and regularly under Owner/Agent's then current criteria.

17. **ACCESS:** Resident agrees not to unreasonably withhold consent to Owner/Agent to enter the unit in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the unit to prospective buyers or residents. Owner/Agent may enter the unit without consent in an emergency or at any reasonable time with 24 hours' actual notice or after receipt of Resident's written request for maintenance. If Owner/Agent is obligated to maintain the yard, Owner/Agent or its contractors, may enter the yard (but not the dwelling unit) without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.

18. **ABSENCE:** Resident agrees to notify Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.

19. **LEGAL ACTION:** In the event Owner/Agent has to bring an action to enforce any provisions of this Rental Agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.

20. **LOCKS:** Doors of Resident's unit should be kept locked; Resident shall notify Owner/Agent in writing if locks fail to operate. Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Resident. Resident shall not change the locks without Owner/Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed.

21. **RENTER'S INSURANCE:** If renter's insurance is required on the front of this Rental Agreement, Resident will obtain and maintain insurance with liability coverage of at least the minimum amount listed. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the unit and thereafter upon request. Failure to maintain such insurance in full force will be considered a material non-compliance with this Rental Agreement. If insurance is not required by this Rental Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property. Except to the extent prohibited by law, Resident, on behalf of himself/herself and Resident's insurers, hereby waives any right to subrogation against Owner/Agent or its agents, employees or insurers with respect to any loss or damage relating to Resident's property to the extent such loss or damage is covered by Resident's renter's insurance. Owner/Agent does not waive any subrogation rights its insurers may have.

22. **CONDUCT:** The dwelling unit is to be used only as a dwelling. Each Resident is responsible for his/her own conduct, as well as that of the other Residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscaped areas except where specifically permitted by Owner/Agent. The use, possession, manufacture, or distribution of illegal substances either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: (a) be on the Premises who has been excluded from the common areas by Owner/Agent; or (b) stay in his/her unit, as defined in section 8 above, who has had his/her Rental Agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's unit, or any guest of Resident that interferes with the management of the Premises, shall be considered a material non-compliance with this Rental Agreement.

23. **MALFUNCTIONS:** Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident shall not tamper with the heating system, plumbing system, appliances, locks, doors, light fixtures, smoke alarms or carbon monoxide alarms.

24. **RESIDENT LOSSES:** Owner/Agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the Premises arising out of any accident, act of God, or occurrence beyond the control of Owner/Agent. Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act.

25. **CO-SIGNER:** If the obligations under this Rental Agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this Rental Agreement.

26. **COMMUNITY RULES:** Unless Owner/Agent has custom rules and regulations for the property, the rules and regulations contained in MMHA form M132 XX (Community Rules & Regulations) apply and are incorporated by reference herein.

27. **WRITTEN NOTICES:** All notices required under this Rental Agreement or state law to be in writing shall 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 Owner/Agent to Resident shall be deemed served on the day and at the time it is both mailed by first class mail to Resident at the Premises and attached in a secure manner to the main entrance of that portion of the Premises of which Resident has possession, if served by first class mail and attachment, a notice from Resident to Owner/Agent shall be deemed served on the day it is both mailed by first class mail to Owner/Agent at the address set forth on this Rental Agreement and attached in a secure manner to the main entrance of the complex office, if one exists, and if not, to the entrance of the complex office, if one exists, and if not, to the main entrance of the building identified on the front of this Rental Agreement. If the main entrance to Owner/Agent's office is located inside a secured building, the notice should be attached to the main entrance of such building. Agent is authorized to accept notices on behalf of Owner.

28. **ACTUAL NOTICE:** Whenever state law requires actual notice, such notice may be served by one or more of the following methods: (a) verbally to Owner/Agent or Resident or by leaving a message on Owner/Agent's or Resident's answering machine or voicemail system; (b) written notice that is personally delivered to Owner/Agent or Resident, left at Owner/Agent's rental office, sent by facsimile to Owner/Agent's residence or rental office or to Resident's dwelling unit, or attached in a secure manner to the main entrance of Owner/Agent's residence or Resident's dwelling unit; (c) written notice that is delivered by first class mail to Owner/Agent or Resident, after the date the notice was mailed; or (d) if an email address is included on the front of this Rental Agreement for Owner/Agent and/or Resident and the "Actual notice by email allowed" box is checked, an email sent to such address, or such other email address as either party may supply from time to time. Resident is responsible for keeping Owner/Agent advised of any changes to his/her email address.

29. **PARKING AND USE OF VEHICLES:** Unless Owner/Agent has custom parking rules for the property, all off-street parking is governed by the rules and regulations contained in MMHA form M158 OR (Parking Agreement) which Resident acknowledges receiving and is incorporated by reference herein. Resident agrees to comply with all posted parking restrictions. Resident will drive in a safe manner and comply with all posted speed limit signs at all times, and if no posted speed limit, the speed limit is 5 miles per hour.

30. **CONTROL OF COMMON AREAS:** Owner/Agent and any person designated by Owner/Agent retain control over any common areas of the Premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined at ORS 164.205(5). If Owner/Agent excludes a person from the common areas, Resident may not invite such person into their unit or grant permission to such person to enter or remain on the common areas.

31. **REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION:** As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such requests be made in writing.

32. **TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in conjunction with application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner/Agent's then-current rental criteria, this is grounds for termination of tenancy.

33. **COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the Premises, and, except as provided below, any other written addenda executed by the parties on or after the date of this Rental Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement, to the extent consistent herewith, remain in effect and are incorporated herein.

**Moore-Love, Karla**

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**From:** Moore-Love, Karla  
**Sent:** Friday, October 04, 2013 4:19 PM  
**To:** 'Sean Aaron Cruz'  
**Subject:** RE: request to speak to Council

Hi Sean,

The next available date is November 27th. Let me know if this date will work for you.

Regards,  
Karla

Karla Moore-Love |Council Clerk  
Office of the City Auditor  
503.823.4086

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**From:** Sean Aaron Cruz [mailto:seancruz@comcast.net]  
**Sent:** Friday, October 04, 2013 3:58 PM  
**To:** Moore-Love, Karla  
**Subject:** request to speak to Council

Hello Karla:

I would like to speak to City Council regarding predatory PPI towing. How soon is the next available opportunity?

Best wishes

Sean Aaron Cruz  
10809 NE Fremont St  
Portland

10/7/2013

Request of Sean Aaron Cruz to address Council regarding predatory Private  
Property Impound towing (Communication)

NOV 27 2013

PLACED ON FILE

Filed NOV 22 2013

**LaVonne Griffin-Valade**  
Auditor of the City of Portland

By 

| COMMISSIONERS VOTED<br>AS FOLLOWS: |      |      |
|------------------------------------|------|------|
|                                    | YEAS | NAYS |
| 1. Fritz                           |      |      |
| 2. Fish                            |      |      |
| 3. Saltzman                        |      |      |
| 4. Novick                          |      |      |
| Hales                              |      |      |