

RESIDENTIAL LEASE AGREEMENT

This Lease is entered into between _____ (“Landlord”) and each of the following individuals (“Tenants”).

1 LEASED RESIDENCE: Address _____ Unit # _____
City _____ State _____ Zip Code _____

The dwelling unit is for use as a residence and for no other purpose.

2. RENT: Monthly rent is \$ _____ and is due in full, on or before the first day of each month.

3. TERM: This Lease shall be for a period commencing _____ and terminating _____.
A lease must be notarized and contain a legal description if the term exceeds a year.

4. SECURITY/DAMAGE/CLEANING DEPOSIT: Tenant has paid a security/damage/cleaning deposit.

Rent from _____ To _____	\$ _____ (Pro-rated or Whole Month)	<u>Utilities Notified:</u>
Last Months' Rents	\$ _____	Water _____
Security/Damage/Cleaning (Deposit)	\$ _____	Sewer _____
Cleaning (Deposit) (Fee)	\$ _____	Electric _____
Pet Fee (for permission)	\$ _____	Gas _____
Processing/Application Fee	\$ _____	Garbage _____
Holding Fee (subtract)	\$ _____	
TOTAL	\$ _____	

DEPOSITS OF \$ _____ ARE POTENTIALLY REFUNDABLE. FEES ARE NOT REFUNDABLE.

These funds will be held in Trust at the following financial institute:

All monetary rent payments are applied in the following priority: (1) Cleaning/security/damage fees or deposits; (2) Other fees; (3) Pet Fee, when applicable; (4) Utility Reimbursements; and (5) Rent.

5. OCCUPANTS: The following Tenants are authorized to occupy the dwelling unit:

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

No other persons have permission to occupy the residence unless the permission is in writing and signed by the Landlord. Tenant(s) understands and agrees that should any other person occupy the residence, in whatever capacity, without the Landlord's written consent, it will constitute a breach of this agreement and the Landlord may terminate this agreement upon written notice and in addition, the Tenant agrees to pay an additional charge of \$ _____ per month for each additional person occupying the residence. Tenant(s) is subject to all terms of this Agreement.

6. IN CASE OF EMERGENCY: After Hours Emergency is defined as Fire, Flood, or Electrical. The Tenant may contact the Landlord at _____ and/or call 911 if necessary.

The Landlord may contact the following parties at (name, address, and phone numbers):

7. PAYMENT: Rent is due on the first day of each month. It is the Tenant’s responsibility to be certain that each payment is actually received by the Landlord’s due date. In the event occupancy begins other than the first day of a month, the rent shall be prorated to the first of the following month; thereafter, all rents shall be due on the first of the month. Rents are payable to _____ and should be sent to _____ . Unless other arrangements are made with the Landlord, ONLY CHECKS OR MONEY ORDERS will be accepted. All checks or money orders must have the address of the rental unit for which the rent should be applied.

8. LATE CHARGE AND NSF: Rent is due on the first day of each month, unless otherwise indicated. Any time the rent for any given month is paid after the _____ day of the month, Tenant agrees to pay a late charge of _____ % of the scheduled monthly rent, or \$ _____. Acceptance of a late payment by the Landlord is not permission for the Tenant to pay rent late in any future months. In the event of a dishonored check, Tenant will pay, in addition to the payment required to replace the dishonored check, a NSF fee of \$ _____. If rent is more than (5) days past due, Landlord may serve a 14 Day Pay or Vacate Notice to terminate the tenancy. If a non-sufficient check is returned then all future rent payments will need to be in the form of a money order or cashier’s check.

9. SECURITY/DAMAGE/CLEANING/PET DEPOSIT: During the tenancy or at the termination of tenancy, these deposits will be used for, but not limited to, cleaning and repairing damage above ordinary wear and tear, pet damage, nonpayment of rent, utilities, fees assessed or other charges during tenancy, and/or failure to give notice as required by this agreement or statute. The Landlord will provide a written accounting of the use of these deposits within 21 days after the termination of tenancy or delivery of possession of the unit to the Landlord. Repair and cleaning charges are billed at cost plus usual and customary rates. Normal wear and tear is defined as what would result in a reasonable occupancy and use of the residence.

10. NOTICES: All notices required under this Agreement to be in compliance with the Washington State Landlord-Tenant Act. The Landlord may terminate the tenancy by delivery to the Tenant(s) a written notice in accordance with the Landlord-Tenant Act. These notices include but are not limited to:

- Fourteen (14) day notice to pay or vacate
- Three (3) day notice to vacate for waste, nuisance, or unlawful business.
- Ten (10) day notice to comply with this Rental Agreement
- Twenty (20) day notice to vacate residence ONLY if this Lease Agreement is converted to a month-to-month tenancy.

11. SMOKING:

This is a non-smoking residence. Smoking of ANY SUBSTANCE is not permitted anywhere in or on the property.

Smoking is permitted in or on the property with the following restrictions:

Smoking of any substance is only permitted outside, and is not to disturb the peaceful enjoyment of other Tenants and their guests. Any damage to the residence caused by smoking will be charged to the Tenant, and is NOT considered normal wear and tear. Smoking at multi-family units is only permitted 25 feet from the residence, in compliance with Washington Clean Indoor Air Act.

Smoking will be permitted.

Debris from smoking is never allowed on the property. Cleaning fees of \$ _____ may be imposed for not following this rule.

Initial _____ Initial _____

12. WATERBEDS: No waterbeds shall be allowed on the residence without the express written consent of the Landlord.

13. VEHICLES: Tenant agrees to park vehicles in assigned parking spaces, designated open space parking areas, or on the public street. The following is prohibited without consent from the Landlord:

- A) Backing into parking stalls
- B) Keeping any inoperable vehicle upon the Property for more than 48 hours
- C) Performing any maintenance work, including oil changes, on vehicles while on the property
- D) Parking other trucks, trailers, recreational vehicles, or boats in any stall or space
- E) Storage of vehicles.

If Tenant or their guests park in an assigned space or red zone, the vehicle may be towed without notice. No motor vehicle is permitted in any enclosed building within the property unless it is a designated parking garage. Tenant may not wash their vehicle unless there is a designated area for washing vehicles at the property. Any vehicles whose ownership is unknown or which are not moved on demand may be towed and stored at owners' expense. Current and updated license plate are required at all times. Vehicles parked in violation of this provision may be towed without notice at the vehicle owners' expense. Landlord reserves the right to make special arrangements with other Tenants of the property for parking vehicles.

14. PETS: No pets are permitted on the property or in the residence without the prior written consent of the Landlord for each pet. Consent may be revoked at any time, with cause, with _____ days written notice. **Pets may not be brought on the property or residence, whether the pets belong to the Tenant or to any other person without consent from the Landlord.** The presence of any pets without permission, even if the pets are "just visiting" will be considered a breach of this Agreement and may result in termination of this Agreement. If a pet is permitted, Tenant will

(A) Pay a Pet Fee of \$_____ and/or a Pet Deposit of \$_____ and

(B) Sign a Pet Policy for each pet, prior to any pet being allowed in/on the residence. If the Tenant has a pet without written consent of the Landlord, in addition to all other remedies of Landlord, Tenant agrees to pay within _____ days of written demand, any and all carpet cleaning charges, fumigation costs and any and all damages caused by the unauthorized pets, even if the charges exceed the amount of any and all deposits held by the Landlord.

Initial _____ Initial _____

15. WINDOWS AND DOORS: Screens and windows are not safety devices. It is the Tenant's responsibility to prevent occupants and guests from falling out of or otherwise being injured by windows, doors, or any other portion of the property including railings, balconies or fencing.

16. UTILITIES: Landlord will furnish the following utilities:

- | | | |
|--------------------------------------|--------------------------------|------------------------------------|
| <input type="checkbox"/> Water | <input type="checkbox"/> Sewer | <input type="checkbox"/> Garbage |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Gas | <input type="checkbox"/> Yard Care |

Tenant will pay all utility charges immediately upon receipt (unless marked above). If the Landlord pays any bills on behalf of the Tenant, the Tenant agrees to immediately reimburse the Landlord upon presentation of the bill. In the event that the Landlord is paying a utility bill and the bill is in excess of a standard bill, the Tenant agrees to pay the excess amount. **SATELLITE DISHES OF ANY KIND WILL NOT BE ALLOWED ON THE RESIDENCE WITHOUT PRIOR WRITTEN CONSENT FROM THE LANDLORD.**

17. YARD CARE: Unless checked above yard care will be the responsibility of the Tenant.

Tenant shall mow and trim lawn weekly. Tenant is responsible to make sure lawn and flower beds are receiving the proper amount of water. If there is an automatic sprinkler system, Tenant is responsible to report any problems with the system to the Landlord. Flower beds must remain weed free. The surrounding areas must stay clean and attractive at all times. Snow must be removed from public sidewalks with 24 hours of snow fall.

18. APPLIANCES: The Landlord shall furnish the following appliances:

- | | | |
|--|---|-------------------------------------|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Washer | <input type="checkbox"/> Dishwasher |
| <input type="checkbox"/> Range | <input type="checkbox"/> Dryer | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Air Conditioner (Type: _____) | <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Other |

All appliances including but not limited to stove, oven, microwave, refrigerator, dishwasher, garbage disposal, washer and dryer, if any, are provided for the convenience of the Tenant. They shall be in good working order at the start of the occupancy; it is understood and agreed that the Tenant shall be responsible for proper usage of the appliances during occupancy. The Tenant shall return all such appliances in good working order, normal wear and tear excepted at the termination of occupancy.

Promptly report any needed repairs to the Landlord. Any tenant-caused damages to appliances will be billed to the tenant.

19. TELEPHONE: The Tenant agrees to provide the Landlord with new phone number if it changes during their occupancy.

Initial _____ Initial _____

20. MOLD PREVENTION: Landlord has inspected the unit prior to Tenant occupancy and observed no mold or mildew presence. Tenant acknowledges that mold can develop if the residence is not properly cleaned or ventilated during the tenancy and if moisture is allowed to accumulate. Tenant agrees to allow air to regularly circulate in the unit by such means as opening windows, running fans, etc.

Additional Mold Prevention Documentation has been provided to the Tenant.

Initial _____ Initial _____

21. SMOKE/CO DETECTION DEVICES: The unit has been equipped with Smoke Detector and CO Detector devices as required by RCW 48.48.140. These devices have been tested prior to Tenant's move in to ensure operational performance. It is a violation of the law to remove or tamper with a properly functioning Smoke/CO Detector. The Tenant is responsible to maintain Smoke/CO Devices in proper operating condition, including the replacement of batteries where required for proper operation of the devices. If Tenant fails to maintain the devices, they may be subject to a fine of not more than \$200 pursuant to the law.

Initial _____ Initial _____

22. HOT WATER HEATER: The undersigned Tenant(s) have personally checked the water heater in the unit and affirm that the heater is set at 120 degrees Fahrenheit according to Washington State law RCW 19.27A.060. If at any time the Tenant changes the setting to a different temperature, they will be responsible for any/all actions taken, thereby holding the Landlord completely harmless due to Tenant's non-compliance with the law.

Initial _____ Initial _____

23. ACCESS: Tenant will allow Landlord to enter the residence with proper notice for inspections, to make repairs, decorations, alterations or improvements or to show the residence to prospective Tenants or purchasers. Landlord will issue the proper notice of entry. Landlord may enter without consent and without notice in the event of an emergency and will provide information to the Tenant explaining the entry and its purpose.

24. OCCUPANCY: The acceptance of rent from any other individual will be considered as payment on behalf of the Tenant and is not permission for the person making the payment to occupy the residence. Any occupant who is not named above as a Tenant and/or has not signed this agreement occupies the residence under the Tenant is considered a guest of the Tenant. Any guest remaining on the residence for longer than _____ days during a calendar year must have written permission from the Landlord. Tenant(s) must notify the Landlord of any changes in occupancy within 3 days of the change of the occupancy. Any new Tenant(s) must be approved by the Landlord in writing. Failure to report a change in occupancy could result in a termination of this Agreement. The Security/Damage/Cleaning deposit will stay with the residence until the last Tenant has vacated. Inter-Tenant agreements regarding deposits or fees are the Tenant's responsibility.

Initial _____ Initial _____

25. ROOMMATE POLICY: In the event that one Tenant moves out and one or more Tenants remain at the residence, the vacating Tenant shall give proper notice as stated above. If the Tenant gives notice before the lease has been fulfilled, that Tenant will remain fully responsible until the Lease Agreement has been fulfilled. Any deposit will be forwarded to the last Tenant on the Lease Agreement.

26. GUESTS: A guest is defined to be a temporary occupant of less than _____ days per year. No temporary occupant shall reside in the residence for more than three (3) consecutive days without written permission from the Landlord.

27. WAIVER: No failure of the Landlord to act upon and enforce any provision of this Agreement shall be deemed a waiver, nor shall any acceptance of a partial payment of any obligation hereunder prejudice the Landlord's rights to any balance still owing nor affect and pending legal proceedings instituted to enforce any of the provisions hereof.

28. GENDER: Wherever herein indicated the term "Tenant" shall include the plural as well as the singular and liability hereunder shall be joint and several whenever there is more than one Tenant. When used, the masculine gender shall include the feminine gender. Where there is more than one Tenant, the obligations are joint and several.

29. JOINT/SEVERAL LIABILITY: If more than one individual has signed this Lease Agreement, each shall be jointly and severally liable hereunder for payment and performance of all obligations of Tenant, including any arising during any extension, renewal or hold over periods. All persons signing as Tenant are collectively referred to as Tenant. Rent is due in lump sum and split payment are not authorized. Notices of breach of this Agreement issued by Landlord shall not release Tenant from liability for the full performance of obligations hereunder.

30. CONDITION OF THE RESIDENCE: Tenant acknowledges that the residence has been received in good condition and Tenant has agreed to the Property Inspection Report. Upon expiration or termination of this Agreement, Tenant shall vacate the residence and return the residence to Landlord in same condition, subject to normal wear and tear resulting from ordinary use.

31. ACCEPTANCE OF RESIDENCE: The Tenant agrees to notify the Landlord in writing within seven (7) days of the possession date indicated herein of any damage or defect noted in the subject residence including the appliances and furnishings therein. In the absence of any such written notification, the Tenant agrees with the Landlord that the subject residence and grounds are clean and that the appliances and furnishings therein are in good repair.

32. REPAIRS AND MAINTENANCE: All requested maintenance will be submitted in writing and given to the Landlord. Except in an emergency and then only to the extent necessary to protect the property and minimize damage, no repairs or alterations shall be made by the Tenant without first obtaining written permission from the Landlord. In addition, the Tenant shall not paint, wallpaper, or otherwise redecorate or make alterations or cause to have done any of the foregoing without first obtaining written permission from the Landlord. The Tenant shall, at his/her own expense, at all times maintain the residence including appliances and furnishings therein in a clean and sanitary condition and in good repair. The Tenant fully understands and agrees that he/she is fully responsible for any and all damage caused by his/her neglect or by his/her family, friends, or guests. Failure to notify Landlord immediately after discovery of water leaks or water intrusion and/or subsequent damage caused by water, will result in financial responsibility for related repairs.

Initial _____ Initial _____

33. ASSIGNMENT OR SUBLEASING: Subleasing is prohibited. Tenant will not assign this Agreement nor sublet all or any part of the residence. Permitting any person to occupy the residence who is not named as a Tenant in this Agreement will be deemed an improper subletting of the Residence and may result in a termination of tenancy by the Landlord. Any attempted subletting or assignment in violation of the provision is void.

34. TERMINATION: Upon the termination of the lease period, this Agreement shall continue as a Month-to-Month on the terms and conditions set forth herein until terminated by either party giving the other party (20) twenty-day written notice to vacate prior to the end of the month. Landlord will not prorate rent at the time of move out. (If Tenant vacates prior to the last day of the month, rent is owed for the full month.)

Initial _____ Initial _____

35. LIABILITY: Tenant covenants to keep Landlord harmless for all claims, demands, causes of action, judgments, attorney's fees, costs and expense arising from or connected with Tenants use or occupancy of said residence, while it is in Tenant's care, custody and control, and not directly due to Landlord intentional neglect. **Tenant should maintain their own Renter's Insurance for their personal property and liability coverage for damage or fire caused by them or their guests' negligence.**

Initial _____ Initial _____

36. CONDUCT: Tenant shall see that the conduct of himself/herself, family and guests is not disorderly, boisterous or unlawful; that it does not disturb or interfere with rights, comforts or convenience of other persons on or adjacent to the residence. Visits by law enforcement to the residence for any of the above reasons may be grounds for eviction.

37. HOLDING OVER: Unless another Lease Agreement is signed by the parties or unless written notice of intent not to renew is given by either party (2) days before the expiration of this Lease Agreement, the Lease Agreement will automatically renew on a Month-to-Month basis and may be terminated by either party with (20) twenty-days written notice. All other terms of this Agreement will continue. During the Lease term, the amount of rent will remain unchanged to the expiration of the Agreement. After the term of the Lease, if this Agreement becomes a Month-to-Month Agreement, the Landlord may at any time raise the rent with a 60 Day Notice.

38. OPTION TO TERMINATE LEASE: Tenant may terminate their obligation under this Lease Agreement by delivering to Landlord a written notice stating Tenants' intent to terminate the Agreement. The notice must be accompanied by a payment of a **termination fee** of _____, the payment of which will release Tenant(s) from any further rental obligations beyond the new date of termination. However, all of the terms of the lease must be complied with through the date of vacating the Residence and any move-in concessions must be reimbursed in full. If the termination fee is not paid in full, Tenant will remain liable for the fee together with the rent until (a) the end of the termination notice that properly terminates the tenancy; (b) Tenant vacates the Residence and Landlord fails to use reasonable efforts to re-rent the Residence; or (c) the Residence is re-rented to a new tenant and that new tenancy actually begins. Tenant will remain liable for any cost associated with cleaning or repairing damage to the Residence.

Initial _____ Initial _____

39. ABANDONMENT: Tenant agrees that in the event of abandonment and accompanying default in rent, the Landlord may immediately enter the residence and take possession of any property of the Tenant found inside. The Landlord will store the property in a secure place and mail a notice to the Tenant's last known address stating the location and address of stored property. Tenant waives any and all claims for damages arising out of such entry or removal of property per RCW 59.18.230.

40. APPLICATION: Tenant has completed an application in connection with executing this Agreement. Landlord has relied upon statements in the application in deciding to rent the Residence to Tenant(s). Should Landlord later discover any misstatements it will be considered a breach of this Agreement and may result in termination of the tenancy.

41. REQUEST FOR REASONABLE ACCOMMODATION: Any request for reasonable accommodation as required by state or federal law must be given to Landlord in writing.

42. SUCCESSORS IN INTEREST: If the property is sold or the ownership interest otherwise transferred, the successor in interest of Landlord will be the assignee of all rights arising under this Agreement, and will be entitled to enforce the provisions of the Agreement.

43. ENFORCEABILITY: If any portion of this Agreement is not enforceable by law, it will only affect that portion of the Agreement and remaining provisions will remain in force.

44. LAWS: This Agreement shall be governed and construed in accordance with the laws of the state in which the residence is located. In the event that any provisions hereof are determined to be invalid that shall not serve to invalidate the remaining provisions, which shall continue to be in full force and effect.

45. ATTORNEY'S FEES: Tenant agrees to pay all cost, expense and attorney's fees, as allowed by law, expended or incurred by the Landlord by reason of any default or breach by Tenant of any terms of the Agreement. Any such action may be commenced and maintained in _____ County, Washington State, regardless of Tenant's residence or place of business.

46. BINDING EFFECTS OF AGREEMENT: This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto (if assignment permitted).

47. BREACH OR DEFAULT: The Tenant shall breach this Agreement if:
(a) The Tenant fails to pay rent when it is due, or fails to perform or comply with any provision thereof and such failure continues three (3) days or whatever other minimum period be required by applicable law following notice thereof from Landlord.
(b) The Tenant abandons the residence.

48. EFFECT OF BREACH OR DEFAULT: In the event of breach or default any provision of this Lease Agreement, the rights of the Landlord shall be:
(a) Have the right to cancel and terminate this Agreement as well as any and all right, title and interest of the Tenant in and to the residence by giving;
(b) The required notice of such cancellation and termination in accordance with applicable law;
(c) IN CASE OF ABANDONMENT, THE TENANT HEREBY AUTHORIZES THE LANDLORD TO TAKE IMMEDIATE POSSESSION OF THE RESIDENCE. Any property left on the residence may be considered abandoned and may be disposed of in any manner allowed by law. To the extent allowed by, all property left on the residence is subject to a lien in favor of the Landlord for all the sum due hereunder.

49. ADDENDUMS: The following addendums are included as part of this Lease Agreement:

- | | |
|---|--|
| <input type="checkbox"/> Additional Rules and Regulations | <input type="checkbox"/> Mold and Mildew Prevention |
| <input type="checkbox"/> Pet Addendum | <input type="checkbox"/> Lead Base Paint |
| <input type="checkbox"/> Move-in/Out Condition Sheet | <input type="checkbox"/> Washington Fire Safety/CO/Smoke Detectors |
| <input type="checkbox"/> Additional Lease Terms | <input type="checkbox"/> 20 Day Notice |
| <input type="checkbox"/> Crime Free Housing | <input type="checkbox"/> Lawn and Yard Care |
| <input type="checkbox"/> Co-Signer Agreement | |
| <input type="checkbox"/> Other _____ | |

50. ENTIRE AGREEMENT: By signing below all parties have read and agreed to all pages of this Lease Agreement including any Addendums. Tenant(s) are individually and jointly liable for the Agreement. A violation by one will be considered a violation by all and may result in a termination of the Lease Agreement.

51. POSSESSION DATE: The date of possession shall be _____.
 If the Landlord is unable to deliver possession on that date, the Tenant agrees that, unless caused by the Landlord's gross negligence, the Landlord shall not be liable for any loss or damage caused thereby, nor shall this Agreement become void or voidable. The Tenant, however, shall not be liable for any rents until possession date is delivered. At the Tenant's sole discretion, this Agreement may be terminated with a full refund of all deposits collected if possession is not delivered within five (5) days of the original possession date as set above.

52. BASEMENT/NON-CONFORMING BEDROOM SPACES: Basement spaces or rooms that do not conform to standards of code for emergency egress through an adequately sized, working window are prohibited for use as a sleeping location.

Initial _____ Initial _____

53. ALLOCATION OF MONIES COLLECTED:

<u>RENT</u>	
(a) Rent for Period from _____ to _____	\$ _____
<i>Rent to be paid prior to occupancy.</i>	
(b) Last Month's rent if collected	\$ _____
<u>DEPOSITS</u>	
(c) Security/Damage/Cleaning	\$ _____
(d) Pet	\$ _____
<u>FEES</u>	
(e) Administrative Fee (non-refundable)	\$ _____
(f) Pet Fee (non-refundable)	\$ _____
(g) Other _____	\$ _____
Totals	\$ _____

NUMBER OF KEYS ISSUED:

Unit: _____ Mail: _____ Laundry: _____ Garage: _____ Storage: _____

A \$ _____ fee will be assessed for failure to return all keys at termination of tenancy.

This Agreement is signed and entered into this _____ day of _____, 20 _____

At _____, Washington.

Tenant(s):

X _____ Date: _____

Printed Name _____ Phone # _____

X _____ Date: _____

Printed Name _____ Phone # _____

X _____ Date: _____

Printed Name _____ Phone # _____

X _____ Date: _____

Printed Name _____ Phone # _____

Landlord/Agent:

X _____ Date: _____

Printed Name _____