**LEASE AGREEMENT**

**Agreement:** made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2021, between **Philia Holding Co LLC**, hereinafter called Landlord, and , regardless of number, hereinafter called Tenant(s), for rental of the Premises located at, unit City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Washington, hereinafter called the Premises.

 **\_\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ (Tenant Initials) Tenant stipulates and understands that every term in this agreement is a material term and would not be included if the landlord did not consider it to be of material importance.**

**Rental Period**: The rental period from the first day of the month and ending on the last day of each month and shall be considered prorated accordingly regardless of what day of the month this agreement is signed or when what day of the month possession is tendered, until either party terminates with written notice.

**Term**: The term of this Agreement shall be (**CHECK ONE ONLY**):

 \_\_\_\_\_\_a month-month tenancy beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

If the beginning date above is any other day of the month other than the first, then this agreement shall be considered prorated consistent with the RENTAL PERIOD paragraph above.

**OR**

 **X** a Lease for a term of \_\_\_\_\_\_months beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_,

**Continuation of Rental Agreement**: Upon expiration of the above-stated initial term of Lease, and upon notice as required by law, all Tenant(s)’s rights to occupy the premises shall cease without right to extend the term hereof.

**Rent**: Payment MUST be paid by check, money order, or designated Online Platform. **Cash is not accepted**. Rent is to be paid in full; partial payment will not be accepted without prior approval. Any acceptance of a partial payment shall not constitute a waiver of the landlord’s right to strictly enforce this and any and all other terms of this contract.

**Prorated first month’s rent**: The prorated rent from the commencement of this Rental Agreement to the first day of the following month is $\_\_\_\_\_\_\_\_\_, which amount shall be paid (**Choose One Only**)

 \_\_\_\_\_\_at the execution of this Rental Agreement with the first month’s rent.

**Or**

 \_\_\_\_\_with the rent payment due for second month of this Rental Agreement.

**The rental amount**: of $\_\_\_\_\_\_\_\_\_\_\_\_\_is to be paid on or before the 1st day of each month. This is the monthly rental due date and if it is different from the rental period it shall not be construed to modify the rental period in any way.

**Late Fee & Grace Period**: If rent is not paid on or before the 5th day of the month, then as of the 6th of the month a late fee of $**75.00** will be assessed.

Additional daily late fees of $**5.00** per day will be incurred beginning the 6th day of the month and may be backdated to the second of each month. These daily late fees will continue until the end of that month or until the rent is paid current whichever comes first.

Notwithstanding the foregoing, the Landlord may issue a Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

**All monetary rent payments are applied in the following priority regardless of what any check may say in the memo line**:

(1) Rents as defined in Statute (deposits on a payment plan are rents as well as utilities and any recurring periodic payments required to maintain tenancy)

(2) Deposits not on installments

(3) Other fees

Payments will be applied to the oldest charges first as allowed by Statute and consistent with above.

**Security Deposit Amount and Location**: The total sum of $\_\_\_\_\_\_\_\_\_\_, receipt of which is hereby acknowledged, shall be paid in the following way \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as a Security Deposit for securing the performance of every Tenant(s) obligation, including but not limited to fees, cleaning, damage etc. Tenant(s) understands and agrees that the Landlord shall be entitled to all interest from such a deposit.

Deposit is held in trust at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank located at
phone number \_\_\_\_\_\_\_\_\_\_\_\_\_

**Non-Returnable Fee**: The minimum sum of $\_\_\_\_\_\_\_\_\_ (if zero so indicate), is to be retained by the Landlord as a non-returnable fee, and will not be returned for any reason. This is for administrative and basic carpet shampoo, paint touch up & cleaning. Liability is not limited by the amount of this non-returnable fee or the damage deposit. Additional costs will be forwarded to the tenant(s) and is payable 14 days from the date of your damage/cleaning/security disposition.

**Security Deposit Function**: Tenant(s) deposit is a security deposit and is not simply a damage deposit. It is security against non-payment of any obligation as well as damage. Liability is not limited by the amount of the deposit or the non-returnable fee. Tenant(s) is prohibited from applying any amount of the deposit to rental or other payments owed to the Landlord. Additional costs will be forwarded to the tenant(s) and is payable 14 days from the date of your damage/cleaning/security disposition. At the conclusion of the tenancy, Tenant(s) shall provide Landlord with a single forwarding address to which the deposit accounting and any refund is to be sent. **All or a portion of the remaining balance of the security deposit (after the non-returnable fee) may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:**

(1) Tenant(s) shall fully perform obligations hereunder and those pursuant to Chapters 59.18 and 59.12 Revised Code of Washington, or as such may be subsequently amended;

(2) Tenant(s) shall occupy said premises for term agreed to above;

(3) Tenant(s) shall clean, repair, and restore said residence/premises and return the same to the landlord in its initial condition, as evidenced by your Property Condition Report, except for reasonable wear and tear, upon the termination of this tenancy and vacating of residences to the Landlord’s satisfaction. Tenant(s) agree that soiling, such as but not limited to, smoke from any source, is not normal wear and tear. A copy of your itemized responsibilities and Property Condition Report is attached;

(4) Tenant(s) shall surrender to the landlord the keys to premises: Door \_\_\_\_\_ Mail \_\_\_\_\_ Other ( ) \_\_\_\_\_. If all keys are not returned, a charge may be made to the deposit for the cost of changing the locks to the unit.

(5) Tenant(s) shall bear the costs to replace or repair any missing or damaged property or fixtures provided by the Landlord.

(6) Labor and administrative costs for cleaning and repairing the premises shall be at the rate of $55 per hour, excepting labor performed by parties other than Landlord or agent, which shall be assessed at its actual costs.

**Any refund from deposit**: As by itemized statement shown to be due to Tenant(s), shall be returned to tenant(s) **within the statutorily dictated number days** and landlord knowing they have possession of the premises after termination of the tenancy. The calculation of the days begins at ACTUAL transfer of the property thus it is the Tenant(s) responsibility to make the actual date and time of the transfer clear and unambiguous or the Landlord must assume Tenant(s) have not yet surrendered possession. If repairs and itemized costs cannot be ascertained within the required number of days, a good faith estimate will be prepared and set within that required time and a final amount may be adjusted on a final accounting.

**Refund to Roommates/Co-Tenant(s):** In the case of multiple Tenants, the security deposit shall not be returned until the final Tenant on the agreement has vacated, and the Landlord reserves the right to issue any refund check in the name of all Tenants or in the name of the final remaining Tenant. Any refund will be by a single check ONLY and made payable either to all individual Tenant(s) that remain parties to this agreement at the time of its termination, regardless of who were parties to this agreement at its inception, or who paid any or all of the deposit, or to the last remaining Tenant. It is Tenant(s)s’ sole responsibility to allocate any deposit refunded amount between themselves.

**Prepayments:** Tenant(s) has made a prepayment of last month’s rent of $\_\_\_\_\_\_\_\_\_(if not so indicate). At the time the last month’s rent becomes due, tenant(s) is required to pay any difference between the prepayment and the actual last month’s rent if rent has increased before the last month of tenancy. Tenant(s) remain responsible for any Pro Rata share of the rents in the event the Tenant(s) remains in sufferance after the final day of the tenancy.

**Monies Received and Due at Signing of this Agreement**:

 First Month’s Rent

 Rent Pro-Rata Rent

 Non-Refundable Fees

 Non-Refundable Holding Fee (*Applies to Security Deposit upon possession*)

 Refundable Late Fee Deposit

 Refundable Security Deposit

 Pet Deposit

 **Total Prepaid**

 **TOTAL DUE**

**If Eviction proceeding are started then stopped**: due to any Tenant(s), guest(s) or invitee(s) breach of this contract followed by the tenant(s) curing said breach, such as but not limited to, tenant(s) paying all outstanding balances after notice or Summons and Complaint etc., the Tenant(s) shall be responsible for any legal fees and costs incurred by the Landlord for partial Eviction proceedings to the extent allowed by statute. This includes but is not limited to any lawful step in the process of forcing compliance and/or eviction and does not require that any court case be filed to constitute eviction proceedings.

If for reason of non-payment of rent Landlord shall give a statutory Notice to Pay Rent or Vacate, or if Landlord shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq. Tenant(s) shall be responsible to pay in addition to the delinquent rent and late payment charges provided for above, the sum of $\_\_\_\_\_\_ for preparing and giving the notice, or the actual cost of preparing and serving said notice, whichever is greater, which shall be paid by the deadline for compliance with the Notice.

**Notifications**: The tenant(s) agrees to comply with any of the following notices upon delivery and pay the corresponding notice service fees: $55 fee for any notice authorized by RCW 59.12.030 or RCW 59.18.

**Non-sufficient funds**: (NSF) check fee is $55. If rent check is returned as NSF, late fees as addressed above may also be owed. A NSF check MUST BE REPLACED WITHIN 24-HOURS with a cashier’s check or money order for the outstanding rent, late fees, NSF check fee, and posting fee (if applicable). Once a NSF check is received, all future payment must be in cashier’s check or money order. NO PERSONAL CHECKS. CASH WILL NOT BE ACCEPTED.

**Set Offs:** The Tenant(s) understands that they will receive no rent reduction, adjustments, or compensation due to repairs or interruptions of service except as provided by law.

**Payments Made to** (unless otherwise notified): Made Payable to:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address location:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Online: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mailed Rent**: Rent may be mailed through the United States Postal Service at Tenant(s)’s risk. Any rents late or lost in the mail will be treated as if unpaid until received by the Landlord. *Rents mailed must still be received on time to be considered timely regardless of when postmarked.*

**Payments from non-Tenant(s):** Acceptance of any check drawn on the account of any person(s) other than the contracting Tenant(s) or other payment made by others shall not be construed as creating a tenancy or contract relationship of any kind with the person(s) of which, own or drafted said check or made said payment. Such payments are only construed to be made on behalf of the contracting tenant(s).

**Lost Payments:** If any payment is lost prior to receipt by the Landlord, Tenant(s) agrees to immediately replace the payment at their sole cost. Tenant(s) is strongly encouraged to make all payments directly to the Landlord and to obtain a receipt for all payments.

**Rent Increase for Month to Month Tenancy Only:** At any time during a month to month tenancy, rent may be increased with appropriate written notice, consistent with state law and any applicable city ordinance.

**Utilities:** Tenant(s) shall pay directly for ALL utilities, services and charges provided to the premises, including any and all deposits required, and MUST keep each one current, except for the following, which shall be paid by Landlord:

**Paid for by Landlord if initialed by Landlord**: \_\_\_\_\_electricity, \_\_\_\_\_ garbage, \_\_\_\_\_ sewer, \_\_\_\_\_ water, \_\_\_\_\_ natural gas/oil, \_\_\_\_\_other described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Utility/Services Billing Practices**: If a utility/service is the responsibility of the Tenant(s) but must remain in the property Landlords name as required by the utility/service then the Tenant(s) must pay amounts charged for utilities within 10 days after Tenant(s) receives the bill or will be considered late and be subject to the same late fee penalties as the rents.

Landlord is entitled to use Tenant(s)’s security deposit to recover unpaid utility charges, and any other amounts due and owing upon move-out. Landlord is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Tenant(s)’s lack of payment or otherwise.

Tenant(s) shall be responsible for having all utilities they are responsible for disconnected on the day Tenant(s) delivers the Premises back unto Landlord upon termination or expiration of this Rental Agreement.

**Crime Free/Nuisance Free Requirement**: Tenant(s) agrees and understands that Tenant(s) is responsible for the actions of the Tenant(s), any member of the Tenant(s)’s household, the Tenant(s)’s guests and invitees, and agrees that the Tenant(s) may be evicted for the behavior or violations of other members of the household, guests and invitees when and as allowed by law. Tenant(s), guests and invitees of either tenant(s) or guests shall not use the premises or any area on or about the premises, including common areas for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including but not limited to, laws prohibiting the use, possession or sale of illegal drugs or drug paraphernalia, as defined by either Washington State or Federal Law. Nor shall Tenant(s), guests and invitees of either tenant(s) or guests use the premises in a manner offensive to others. Nor shall Tenant(s), guests and invitees of either tenant(s) or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant(s) or nearby Tenant(s) or neighbors. Noise must be limited between the hours of 10pm and 8am. And abide by local noise ordinances. Tenant(s) agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or about the Premises. Violation of any State or Federal Statute or County or City ordinance shall be grounds for the Landlord to immediately issue any appropriate notice as allowed by statute.

In addition to generally stating the requirement to require a crime-free nuisance-free leasehold, The Landlord emphasizes **a ZERO TOLERANCE stand on illegal drugs, substance abuse, and gang activity.** Tenant(s) agrees that the following acts are non-exclusive examples of behavior that, when violated, will result in a 3 day notice to quit pursuant to RCW 59.12 as criminal behavior or nuisance or other notices as allowed by statute:

(1) Keep premises “drug-free” at all times and will not allow illegal drugs to be used, stored, manufactured, sold, or kept on the premises during the term of this Agreement.

(2) Not allow use of controlled substances (including alcohol and prescription medications) in a manner that will either:

(a) Disturb the peace and quiet of other tenants or neighbors to the premises; or

(b) Endanger the health, safety, or well-being of tenant(s), any family member residing on the premises, or a guest or invitee and neighbors.

(3) Not engage in any gang-related activity on the Premises or not allow member or membership of an illegal gang (the term illegal gang refers to a group or member of a group, of people involved in organized illegal activity or anti-social behaviors).

**Hold Harmless/Liability/Actions by Third Parties/ Personal Protection**: To the fullest extent permitted by law, Tenant(s) hereby agrees that Landlord and his Agent(s) will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage/theft to any person or property occurring on or about the premises, due to fire, water, or other element or natural event, theft, vandalism, or act by another tenant(s) unless such accident, injury, or damage shall be caused by the negligence of Landlord, its agent(s), family, servants, invitees and/or employees and imposed by law.

Tenant(s) understands that Landlord and his legal representatives do not guarantee, warrant, or assure Tenant(s)’s personal security and are limited in their ability to provide protection. Tenant(s) acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant(s) acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. **Tenant(s) understands that any proactive steps the Landlord has taken are neither a guarantee nor a warrant that there will be no criminal acts or that Tenant(s) will be free from violent tendencies of third persons. Tenant(s) has been informed and understands and agrees that personal safety and security are Tenant(s)’s personal responsibility**.

**Use/Assignments or Sub-Letting:** Tenant(s) shall not use the premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation. Tenant(s) shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Tenant(s) shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time residence for the following named person (include all minors): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Changes to occupancy are not permitted without the prior written approval of the Landlord at the Landlord’s sole discretion. In the event that Tenant(s) contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Landlord consents thereto and prepares a revised rental Agreement and/or addendum, which shall be signed by all Tenant(s). Should Landlord agree to any sublet, assignment or change in occupancy, the vacating Tenant(s) recognizes that any prepayments, fees or refundable deposits will be assigned to the successor Tenant(s) and any refund shall be made solely to all the successor Tenant(s) at the termination of tenancy.

It is hereby understood and agreed that the consent by Landlord to an assignment or sublease by Tenant(s) shall not constitute consent to future assignments or sublease and in all events Tenant(s) shall remain fully liable for all obligations of Tenant(s) hereunder.

Tenant(s) who have guests that have access keys and who are permitted to stay in the unit without the accompaniment of said lessee, **must be screened and approved by the Landlord at the tenant(s)’s expense.** A guest staying over a total of 7 days in any 12 month period will be considered an occupant(s) in need of approval. If said party fails to be screened and approved by management, said party(s) shall be considered an unauthorized tenant(s) and a violation of this contract. For each additional child/adult taking up permanent residency the landlord may increase the rent without further notice and upon new tenant(s) approval by a charge of $**125.00** each. This shall be considered an agreed modification of the rental agreement between the parties and not an unilateral rent increase.

**Pets and Animals**: **(choose only one)**

 \_\_\_\_\_\_ If checked, absolutely no animals Except for service or companion animals as defined in law and properly and lawfully requested, Tenant(s) shall be allowed.

\_\_\_\_\_\_ If checked, pets are allowed subject to the conditions below and any additional addenda included with this rental agreement.

A $\_\_\_\_\_\_\_Refundable pet deposit must be paid before any pet is allowed.

Except for service or companion animals as defined in law and properly and lawfully requested, Tenant(s) shall maintain NO pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises, nor allow visitors or guests to do so.

No pet noise beyond that allowed by local and applicable ordinances shall be allowed to escape from the property or to disturb neighbors. It is Tenant(s)’s responsibility to clean-up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys, and neighboring properties. If pets are maintained on the Premises, whether or not authorized by this Agreement, Tenant(s) assumes all costs of restoring premises as a result of any pet or animal on the premises including but not limited to costs to de-flea, fumigate, clean or replace floor coverings, yard restoration, and cost to analyze floors for presence of animal urine/waste or pest infestation should analysis disclose the presence of such damage. These policies include “guest pets”. No “pet-sitting” is allowed and the policies include “pet-sitting” animals as well. No pets are to be added or substituted without Landlord’s/Agent’s written permission. If a pet becomes a problem in the sole opinion of the Landlord, Landlord reserves the right to require that a pet be removed from the property with 10 days written notice. Once a pet has been removed from the property, the pet refundable deposit shall not be dispositioned and/or returned until the termination of the tenancy and then in accordance with Washington law on disposition of deposits.

Companion animals requested by the Tenant(s), which are not already owned by the Tenant(s) at the time of the commencement of the tenancy, shall be subject to any breed and weight restrictions in any pet and dog addenda and/or rules and regulations to the extent allowed by law and/or the provider recommending such animal as a companion animal unless otherwise negotiated in good faith.

If Tenant(s) has pets, service or companion animals, they must be secured during maintenance work. If not, Maintenance shall be entitled to leave the unit prior to the completion of the work and it shall be Tenant(s)’s sole responsibility to pay or reimburse for that incomplete appointment and to schedule the completion of the work after the animal has been secured.

**Access for RE-Renting/Selling:** The Tenant(s) agrees to cooperate with the Landlords right show said Premises to prospective Tenant(s) for a period of 30 days prior to the expiration of the Rental Agreement, or after a notice to terminate by either party is given, whichever is greater. Access shall include the right to post for rent or sale signs. Landlord shall give the tenant(s) 24 hours’ notice of intent to show the Premises as per Washington Law, unless the tenant(s) agrees that the Premises may be shown on shorter notice.

**Access for All Other Reasons:** Landlord/Agent shall have the right to enter the unit during reasonable times for the purposes of, inspecting, making necessary or agreed repairs, alterations, or improvements, or supplying necessary or agreed services with the consent of tenant(s). Unless it is impractical to do so due to emergency, Landlord/Agent shall give tenant(s) 48 hour notice of such intent. Landlord/Agent may enter without the consent of tenant(s) in case of emergency or abandonment. Tenant may not unreasonably deny access.

**Smoke and CO Detection:**

(A) Smoke Detection Devices in this residence are: (check one) \_\_\_\_\_\_hard wired \_\_\_\_\_\_ battery operated.

It is the responsibility of Tenant(s) to maintain all smoke detection devices, including replacement of any batteries. Tenant(s) shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. A Tenant(s) failing to comply with the provisions of this paragraph can be fined up to $200.00 in accordance with RCW 43.44.110/WAC 212.10.050. Tenant(s)’s initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement. Tenant(s) to initial:\_\_\_\_\_\_\_\_\_\_\_\_\_

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the tenant’s responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer’s recommendations, including providing it with replacement batteries as needed. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants’ failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant(s) also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the Landlord/agent in writing.

(B) Carbon Monoxide Devices in this residence are: (check one) \_\_\_\_hard-wired X battery operated.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. It is the responsibility of the Tenant(s) to maintain all carbon monoxide detection devices, including replacement of any batteries. Tenant(s) shall not tamper with, remove batteries, or otherwise disable any carbon monoxide detection devices. Tenant(s)’s initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. It is the tenant(s)’s responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer’s recommendations, including providing it with replacement batteries as needed. Failure to maintain the carbon monoxide detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenant(s) s’ failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant(s) also agrees to test the carbon monoxide detector for proper operation once a month and report any malfunctions to the Landlord/agent in writing. Tenant(s) to initial:\_\_\_\_\_\_\_\_\_\_

**Water Heater**: PURSUANT TO RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set no higher than 120 degrees Fahrenheit. Tenant(s) acknowledges that, if accessible, Tenant(s) has inspected the hot-water heater and to the best of Tenant(s)’s knowledge does not believe it to be set higher than 120 degrees Fahrenheit. Tenant(s) to Initial:\_\_\_\_\_\_\_\_\_\_

**Lead Warning Statement**: Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant(s) acknowledges receipt of a federally approved pamphlet on lead poisoning prevention Tenant(s) to Initial:\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant(s)’s Obligations and Conduct**: Tenant(s): By initialing, below you acknowledge all of these requirements unless the Landlord has written **NA** for Not Applicable or **SAA** for See Attached Addenda.

\_\_\_\_\_ (1) Tenant(s) is responsible for self, family members, visitors, guests, invitee, licensee, or other persons acting under his control on or in premises.

\_\_\_\_\_ (2) To keep said premises, including but not limited to both private and common areas such as parking area, patio, lanai and storage areas, furnishings, appliances, floor coverings, draperies and blinds and smoke/CO detectors in a state of good maintenance and clean and sanitary condition. Keep sidewalks, hallways and entryways free and clear of obstruction, clutter and debris such as but not limited to mops, brooms or toys;

\_\_\_\_\_ (3) To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by tenant(s) and take all reasonable steps to keep and maintain the property free of all infestation;

\_\_\_\_\_ (4) To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances. To maintain the temperature of the residence sufficiently high so as to prevent breakage of pipes and otherwise and take other precautions to prevent pipes from freezing;

\_\_\_\_\_ (5) To not intentionally or negligently modify, destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances. This includes, but is not limited to, additions, painting or improvements to the premises, re-keying or changes or adding of additional locks, addition of burglar alarms, telephone or cable T.V. jacks, installation of any wires, cables or aerials for radio, cable, television or satellite purposes on the roof or other parts of the Premises without the prior written approval of the Landlord. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Tenant(s) and shall become the property of Landlord and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the owner. All satellite equipment and cabling must be contained within space under the tenant(s)’s direct control per the lease agreement, not within or accessible from common areas. Tenant(s) is responsible for damage due to the use of tacks, nails, or adhesives on walls or woodwork. Tenant(s) shall reimburse the Landlord immediately upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble such as clogs etc.) caused by negligence or improper use by Tenant(s), their invitees, family or guests. Landlord’s failure or delay in demanding damage reimbursements, due from Tenant(s) shall not be deemed a waiver thereof; and Landlord may demand the same at any time;

\_\_\_\_\_ (6) Not to permit a nuisance or common waste;

\_\_\_\_\_ (7) No smoking is allowed on the property. Smoking of any kind done without or in a way inconsistent with any attached addendum shall be a material breach of the contract and Tenant(s) understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Landlord installed fireplaces), shall not constitute normal wear resulting from ordinary use of the premises. The cost of such repair, which shall be borne by Tenant(s), may include but not limited to the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing carpeting or padding as well as termination of the tenancy and/or eviction;

 \_\_\_\_\_ (8) Provide Landlord with up-to-date contact phone number at all times and within 2 days of any change, including but not limited to emergency contact info;

\_\_\_\_\_ (9) Noise is to be confined to inside of residence or as defined by local ordinances that are applicable;

\_\_\_\_\_ (10) To prevent the growth of MOLDS tenant(s) agrees not to allow heat temperatures to drop below 62 degrees and to always use proper venting inside unit, i.e. use Bathroom fan and open windows, weather permitting, storing possessions and furniture so as to provide for air circulation, removing condensation from windows and other surfaces etc. Tenant(s) agrees to promptly notify Landlord of the presence of mold or mildew. Also to properly use cleaners such as Bleach or Alcohol based cleanser. The tenant(s) has been provided a copy of the mold addendum; “*A Brief Guide to Mold, Moisture and Your Home*,” at [*http://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home*](http://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home).

\_\_\_\_\_ (11) There is no use of Drano/liquid plumber or any other such product in any plumbing in your residence. If you choose to use such a product and damage to plumbing occurs, you will be responsible for cost. Tenant(s) are to relieve stoppage of drains and maintain screens on all drains;

\_\_\_\_\_ (12) Aluminum foil is not to be used to cover drip pans on stove; doing so may burn out the element. If you choose to use the foil and element burns out you will be responsible for repair cost;

\_\_\_\_\_ (13) To notify and deliver to Landlord any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Landlord by any governmental agency resulting from a Tenant(s)’s negligent behavior, including but not limited to, a failure to observe burn bans, or Tenant(s)’s maintenance of a nuisance shall be the responsibility of the Tenant(s) to pay;

 \_\_\_\_\_ (14) Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Tenant(s) agrees to reimburse Landlord for any increase that might occur for violation of this rule within 10 days of being presented proof of such increase;

\_\_\_\_\_ (15) Tenant(s) agrees to provide immediate written notice to Landlord regarding any habitability or maintenance issues as soon as the defect is noted and to give Landlord the opportunity to cure the defective condition prior to exercising any other option granted to the Tenant(s) under law. Failure to do so will be considered a material breach of this contract and the tenant(s) agrees that this requirement to report any maintenance needs immediately means the landlord has the right to rely on the absence of such reports as meaning there are no maintenance needs or issues. Landlord is under no obligation to correct or repair any defective conditions caused by the Tenant(s);

\_\_\_\_\_ (16) Keys for unit should not be copied nor given to anyone other than those listed on lease or authorized occupant without the Landlord’s prior written consent;

 \_\_\_\_\_ (17) Tenant(s) destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. Carpets X Shall be shampooed by a professional carpet cleaning service. Tenant(s) shall obtain area rugs or other coverings to protect hardwood floors if applicable;

 \_\_\_\_\_ (18) Mow, trim and water grass & lawns, fertilize, weed and otherwise maintain those elements in good health and in an appearance consistent with the character of the surrounding neighborhood. Landlord reserves the right to have professional gardeners maintain the yard at Tenant(s)’s expense should Tenant(s) fail to comply with the preceding sentence. To keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice;

\_\_\_\_\_ (19) Tenant(s) must fully comply with the Crime Free/Nuisance Free Requirement paragraph of this rental agreement;

\_\_\_\_\_ (20) Tenant(s) shall be responsible for any damage resulting from windows or doors left open;

\_\_\_\_\_ (21) In the event that the tenant(s) request testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the tenant(s), the tenant(s) must pay for all actual service call charges;

\_\_\_\_\_ (22) To inspect and maintain in compliance with the information tag thereon all Landlord supplied fire extinguishers, should there be any. Any fire extinguishers supplied are without charge for convenience of Tenant(s) only and no warranty is made as to their sufficiency for the premises;

\_\_\_\_\_ (23) Tenant(s) agrees not to store any hazardous material including but not limited to asbestos, petroleum and petroleum by-products, old batteries, or paint on the premises or Property;

\_\_\_\_\_ (24) Tenant(s) agree to not use, install, allow or support any attractive nuisance items including, but not limited to, trampolines, skate ramps, pools, on the property or surrounding property areas due to potential injury;

\_\_\_\_\_ (25) Tenant(s) are not to install a water bed without the prior written approval of Landlord. If permission is granted to use a waterbed, Tenant(s) shall obtain an insurance policy to protect Landlord from any damage which may be caused thereby. No aquariums or other unusually heavy objects are permitted on the premises without Landlord’s written consent;

\_\_\_\_\_ (26) Vehicles to be parked in garage, under carport, in assigned parking spot only, in driveway, or side of street. Parking is limited to 2 vehicle(s) on-site. No vehicles of any kind are to be parked on the grass or yard. No motorcycle (unless licensed for street driving), Motor homes, Campers, ATV, trailers or other such vehicles shall be parked on the property. No long term parking on the street.

\_\_\_\_\_ (27) No mechanical work to be performed on site;

\_\_\_\_\_ (28) Garage, carport and driveway are to be kept neat and tidy at all times;

\_\_\_\_\_ (29) Use of any Grill, Hibachi, or Smoker is prohibited;

\_\_\_\_\_ (30) Not to move, disconnect or remove any Landlord provided appliance without Landlord’s written consent;

\_\_\_\_\_ (31) To execute (sign and date) any and all revisions of this rental agreement upon request;

\_\_\_\_\_ (32) To pay all rent and other charges promptly when due or assessed, including utilities for which Tenant(s) is responsible. Tenant(s) shall reimburse the Owner immediately upon demand in the amount of the loss, property damage, or cost of repairs or service caused by negligence or improper use by Tenant(s), their invitees, family or guests. Owner’s failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Tenant(s) shall not be deemed a waiver thereof; and Owner may demand the same at any time;

\_\_\_\_\_ (33) Upon proper notice or emergency circumstances allow the Landlord or its agent(s) to enter the premises.

\_\_\_\_\_(34) No Flat Screens to be mounted to the walls unless approved and installed by a professional and hardware stays with the unit upon move out

\_\_\_\_\_(35) No Light bulbs over 60 Watt

**Multiple Notices**: Any 4 notices lawfully issued by Landlord for a material breach of this rental contract (**every term of this contract is material**) for breaches other than monetary issues, that have been issued within 12 previous months and have been corrected, may result in an un-curable breach and result in a 60 day notice of termination at the landlord's sole discretion regardless of whether or not the final 4th notice is complied with.

**After-Hours Lockout Clause**: If Tenant(s) misplace keys to the rented premises, Tenant(s) are to contact a locksmith to allow entry at their own expense. If no locksmith is available actual charges for the cost of service will be billed. Landlord or offsite management reserves the right to charge a “lockout fee” at any time, not to exceed $**100** and to be payable upon entry. Management does not guarantee “lock out” service to be available.

**Repairs by Tenant(s)**: Are forbidden without prior written consent. Landlord must be notified in advance and must also approve in writing, any and all repairs, including but not limited to materials used and persons providing labor and services. Landlord reserves the right to make said repairs at tenant(s)s’ expense to control quality and timeliness.

**Delivery of Premises**: If for any reason whatsoever Landlord does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be reduced in a prorated amount until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant(s) for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 5 days of the commencement of the term of this Agreement, Tenant(s) may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant(s) to Landlord shall be refunded to Tenant(s).

**Possession At Commencement of Term**: Tenant(s) shall not be entitled to possession of the premises designated for Rental Agreement until the security deposit and first month’s rent (or prorated portion thereof), less any applicable promotional discount, is paid in full unless other payment arrangements are indicated in writing in this agreement and the premises designated for Rental Agreement is vacated by the prior tenant(s). Landlord/Management shall not be liable for any damages claimed by the Tenant(s) for any delay in the commencement date subject to the paragraph above.

**Tenant(s) Examination and Acceptance of Premises**: At the commencement of the tenancy, Landlord shall provide Tenant(s) with a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises. Said checklist or statement shall be signed and dated by Landlord and Tenant(s), and Tenant(s) shall be provided with a copy of the signed checklist or statement. Tenant(s) acknowledges that he has examined the Premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and Tenant(s) agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing in a separate maintenance order. Tenant(s) takes premises in its AS-IS condition. Tenant(s) shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Tenant(s) will bear the cost of any cleaning or repair performed by Landlord to restore the premises to the condition indicated on the attached Property Condition Checklist, except for wear resulting from ordinary use of the Premises. Tenant(s) is responsible for rent lost by Landlord while performing repairs and/or cleaning because of Tenant(s) failure to comply with the foregoing. The Property Condition Checklist will be used to determine the refund of security deposit at the end of this tenancy.

Tenant(s) agrees that within seven days of taking possession of the premises but no sooner than three days of taking possession of the premises, the tenant(s) MUST, as a material condition of this contract, ratify the move in condition report by amending the move in report accordingly, re-initialing each page and change, accurately dating each of those changes including each set of new initials, and signing and dating the follow up report. FAILURE TO DO THIS ACCURATELY AND TIMELY WILL RESULT IN A TEN DAY NOTICE TO COMPLY OR VACATE.

**Vacating Premises**: If proper notice is not given, tenant(s) will be responsible for next month rent pursuant to RCW 59.18.310.

Tenant(s) understands that this tenancy shall terminate at the last minute of the day on the last day of occupancy. It is Tenant(s)’s obligation to have the premises vacant and thoroughly clean by that hour.

20-Days written notice is required and means at the end of a specific lease or month to month period, termination by the tenant shall be by written notice of at least 20 days, preceding the end (last day) of any such monthly rental period. That means notice must not simply be 20 calendar days ending on any day of the month other than the last day of a rental period but must meet BOTH criteria of at least 20 days AND end on the LAST day of a rental or lease period. If full and proper notice is not given then one additional month’s rent is allowed by law.

Walk-through of premises must be scheduled prior to move out and during office hours. Failure to schedule or complete a walk through is the fault of the tenant(s) and the tenant(s) agrees said failure shall result in forfeit of all rights to contest charges. Tenant(s) acknowledges and agrees that if the tenant(s) vacates but fails to return keys or otherwise dispositively return possession to the landlord by providing ACTUAL knowledge of vacating and surrendering possession, the statutory period for providing the final disposition report and any refund due to the tenant(s), has not begun to run until such time as the landlord can determine with actual knowledge that the landlord has the legal right to take possession of said premises. It is the tenant(s)’s responsibility to not leave the landlord guessing as to whether or not the tenant(s) has actually vacated with intent not to return.

Any items left behind in the unit by the Tenant(s) after termination of tenancy will be handled as required under RCW 59.18.310.

Tenant(s) understand that if Tenant(s) or their guest fail to comply with this agreement and or any Federal, State or local law or ordinance and Tenant(s) occupancy is terminated for cause, such as any notice to comply which is not complied with, even if the tenant(s) vacates the unit during the period of the notice, that the Tenant(s) shall remain liable for the rent through the end of the lease term or the next month in the case of a month-to-month tenancy.

**Cost and Attorney’s Fees**: As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover to the fullest extent permissible by law its reasonable attorney’s fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. This includes prejudgment interest at the judgment rate from the date of default. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located. Tenant(s) shall pay all reasonable attorney fees allowed by law and arising from any action necessary by the landlord to enforce any part of this agreement. Nothing in this paragraph shall be construed to require the landlord to complete and prevail in a legal action for purposes of charging the tenant(s) for notices or partial legal proceedings lawfully initiated when the breach is subsequently corrected by the tenant(s).

**Property Damage – Destruction of Property**: In case of partial destruction or injury to said premises by fire, the elements, or other casualty, the Landlord shall repair the damage within a reasonable time after notification to him of such destruction or damage. Tenant(s) acknowledges and agrees that the Tenant(s) shall be charged and will be financially liable for any work done by the Landlord or its agents stemming from any such partial destruction or injury to said premises, common areas and any other occupied or vacant units caused by the Tenant(s), any member of the Tenant(s)’s household or Tenant(s)’s guess or invitees.

In the event the premises are in the Landlord’s judgment unrepairable due to the damages, the rent shall cease as of the date the damage occurred and this Rental Agreement shall become a fixed term Rental Agreement with a termination date of the date of the damage. No further notice by the Landlord will be required to terminate the Agreement. The Tenant(s) agree to vacate immediately in such case.

Nothing in this lease or rental agreement, including but not limited to the language of this paragraph shall obligate the Landlord to repair any damages caused by the Tenant(s) or Tenant(s)’s guests or invitees nor to relocate the Tenant(s) during any period following such damages and during any repair of such damages. If Landlord chooses to make such repairs, the Tenant(s) shall fully reimburse Landlord for the total costs of such repairs within ten (10) days of receipt of a billing statement. Further, in the event such damages are caused by the Tenant(s) or Tenant(s)’s guests or invitees, the Tenant(s) shall not be entitled to terminate this lease or rental agreement without remaining liable for rent through the term of the agreement nor shall the Tenant(s) be entitled to any reduction in the rent.

In the case of destruction of the rental premises, as determined solely by the Landlord, Landlord shall have the absolute right, even if the unit is not condemned by a governmental agency, to convert this agreement to a fixed term Rental Agreement with a termination date of the date of the damage. No further notice by the Landlord will be required to terminate the Agreement. The Tenant(s) agree to vacate immediately in such case. Landlord shall have no duty to relocate Tenant(s) for any period of time, nor compensate Tenant(s) for any costs of Tenant(s)’s voluntary relocation due to any casualty or cause from a source other than the intentional acts of Landlord, which renders the Premises uninhabitable or without power, water or heat.

**Renters Insurance**: Renter’s insurance is required. Tenant(s) agrees to obtain insurance protecting the Tenant(s) property and the Premises from loss or damage caused by Tenant(s)/Guest or Tenant(s)’s Guest’s negligence or events of weather or natural events, vandalism or other criminal acts and understands that any insurance that Landlord maintains is not for the benefit of Tenant(s). A minimum of $**300,000** dollars of liability coverage needs to be obtained. Tenant(s) is required to add landlord as additional payee provide proof of current renter’s insurance policy within 7 days of occupancy, and again at policy or lease renewal or upon written demand.

**Non-Waiver of Breach and Severability**: The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. Tenant(s) further agrees that acceptance of rent by the Landlord from the tenant(s) or any person or entity on the Tenant(s)’s behalf shall not be construed in any way as a waiver of Landlord’s right to enforce a previously issued notice under RCW 59.12 or use actions of the Tenant(s) or Tenant(s)’s guests or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice authorized by RCW 59.12.

**Subordination/Liens/Sales**: Landlord may mortgage the Premises or Property or grant deeds of trust with respect thereto. Tenant(s) agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be place upon the Property or Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Tenant(s) shall execute and deliver at the place that the Tenant(s) usually pays the rent, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes. If the Landlord sends out an Estoppel Certificate to the Tenant(s) and the Tenant(s) fails to return the Certificate to the Landlord timely, all of the information on that Certificate shall be deemed true and correct. Failure to return the Estoppel Certificate within the time period above shall be grounds for termination of this Rental Agreement.

**Integration and General Terms**: This agreement and its addenda are the final and entire agreement. No oral agreements or representations have been entered into or made with respect to this Agreement. This Agreement shall not be modified except in writing signed by both Landlord and all Tenant(s). Tenant(s) expressly represent that he or she is of legal age to contract in this state. Each Tenant(s) is jointly and severally liable for each provision of this Agreement. Time is of the essence of this Agreement. Neither this Agreement nor any addenda/memorandum thereof may be recorded with any county without the express written consent of Landlord.

**Early Termination**: If Tenant(s) wrongfully quits and terminates the dwelling unit during the term of a lease, the Landlord shall make reasonable efforts to make the dwelling unit available for rental. If Landlord rents the dwelling unit for term beginning before the expiration of this Rental Agreement, this Rental Agreement terminates as of the commencement date of the new tenancy. If, after making reasonable efforts to make the dwelling unit available for rental after the abandonment, Landlord fails to re-rent the premises for a rental rate that is equal or greater than the rent due under this Agreement during the term, Tenant(s) shall be liable for the entire rent or the difference in rental, whichever may be appropriate by law, for the remainder of the term.

**Misstatements on Application**: Tenant(s) has completed an application in connection with executing this Rental Agreement. Payments for said application and screening and credit reports are non-refundable. Tenant(s) acknowledge that Washington State law allows for the termination of a tenancy with 30 day notice for intentionally or knowingly and materially misrepresenting or omitting information on the initial application that if disclosed would have resulted in adverse action.).

Landlord/Agent and Tenant(s) are each advised to seek independent legal advice on matters arising from use of this form.

**Additional Clause/Requirements**:

**Additional Addenda/Documents Incorporated as Part of This Agreement**: (Tenant(s)’s Initials Acknowledge Receipt)

A. X Property Condition Checklist (Required whenever a refundable deposit is collected)

B. \_\_\_ Lead Based Paint Pamphlet (Required for pre-1978 Properties)

C. X Washington Health Department Mold Handout (Required as of July 24, 2005)

D. \_\_\_ DPD Landlord-Tenant Law Summaries & Attorney General’s Landlord-Tenant Summaries

**Optional Addenda:** (Tenant(s)’s Initials Acknowledge Receipt)

A. X Additional Rules and Regulations

B. \_\_\_\_\_ Tenant Charge List

C. \_\_\_\_\_ Drug-Free Addendum

D. \_\_\_\_\_ Move-In Inspection & Cleaning List Addendum

E. Washington Fire Safety Addendum

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

 Tenant Date Tenant Date

 Landlord/Agent Date

##### Addendum A:

##### Rules & Regulations

OCCUPANCY: Occupancy is limited to only those named in the contract.

MOVING: Moving into or from the complex will only take place between the hours of 8 am and 9 pm.

ANTENNAE & WIRES: No wires, aerials, antennae or satellite dishes for radio or television shall be installed by a tenant in the complex. No wires or ropes for clothes drying or other such purpose shall be installed by a tenant in the complex.

WINDOWS: Nothing shall be left hanging out of a window or attached to the exterior of the windows (awnings, draw shades, etc). Interiors are to be maintained in a clean and neat, non-damaged appearance. Exterior window sills and ledges shall not be used for storage of any kind. Signs and flags are not to be displayed so as to be exposed to the exterior of the building.

LANDSCAPE: Tenants shall not alter, disturb, or otherwise interfere in any way with the grounds treatment without the consent of the management. Planting flowers in specified garden areas is always permissible.

RUNNING WATER: Water shall not be left running in the kitchen, bathroom or elsewhere. Tenants should immediately report all plumbing defects to the management. The repair or **unclogging of the toilet** will be charged to the tenant. Each tenant should keep on hand a plunger for minor clogs as the tenant is responsible for any damage to the apartment due to an overflow. Outside faucets are not for tenant use for car washing, gardening or any other purpose.

GARBAGE: Tenant shall maintain the unit in a clean and sanitary manner. All garbage is to be securely bagged and placed inside dumpster. Absolutely no disposal of furnishings, appliances, toxic or flammable materials, auto batteries, tires or other large items. All recyclables are to be broken down and placed in recycling bins –not dumpsters. Fines range from $30 to $200 for violation of these rules. *Rewards are paid for documenting unlawful dumping from nonresidents that leads to successful prosecution*.

OTHER DISPOSAL: No flushing of grease, cigarette butts, plastic, cotton swabs, cloth or paper towels, diapers, feminine products or similar items of use, or any other item or object through the sink, toilet or tub to prevent septic system from backing up. If the main line to the septic system is found to have any of the said items clogging the system the tenant will bear the cost of repairs for unclogging the main line.

SMOKING: This is a Non-Smoking Property. Tenant, any member of the tenant’s household, guest or person under tenant’s control shall not engage in any smoking of any kind on the property. All cigarette butts and smokeless products are to be properly disposed of. A $1200.00 re-paint fee will be issued against your deposit if your apartment exhibits any evidence of smoke when you leave. **A charge of $200 per violation will be assessed for any resident or guest smoking or improperly disposing of smoking products on the property.**

DRINKING OF ALCOHOL: Drinking is not allowed in/on any common area including: stairways, sidewalks, parking lot or lawn areas.

BICYCLES: All wheeled vehicles, including cycles, carriages, and motorcycles will not be ridden across or parked on the grass or planted areas. These vehicles must not be stored in the entry or other public areas.

TRAILS: In order to maintain a safe and clean community tenant, family members or guests shall not create or use trails through the wooded areas to the streets or bus stops.

PARKING AREA: Tenant is entitled to no more than 2 non-damaged, operable vehicles on the property. All inoperative or non-licensed vehicles will be removed at the occupant’s expense upon 72 hour notice posted upon the vehicle by management. Parking shall be only in the designated place for the occupant’s unit. Guest parking for reasonable periods (24 hours) is permitted.

DRIVING: Tenants shall drive only on the drive areas. This includes moving in or out. Occupants will be responsible for the repair of any damage to lawns, shrubbery, curbing or structures due to their driving in these areas or into buildings.

MAINTENANCE FEE: the lessee will be liable for any maintenance fees if the lessee or any approved residents schedule appointments to have any maintenance repairs performed and miss the appointment; doesn’t allow maintenance personnel to enter the dwelling and do the work or for any other reason doesn’t allow the work to be performed. For any work done that is the result of lessee’s negligence the rate is $55 per hour, i.e. plumbing stoppage, etc…

STORAGE: All storage items are to be kept out of sight. No storage of personal belonging or furnishings will be permitted in entries or on patios/decks or common area. No flammable materials shall be stored in or around the units. Only patio furniture or bicycles may be left on the patios/decks.

Anyone tampering with or removing other tenant’s belongings or management’s property will be immediately evicted from the premises.

DO NOT FEED WILDLIFE on the premises. No food, seed, or other edible items are to be left outside at any time including bird feeders, squirrel feeders, or food for stray or wild animals.

ROOF ACCESS: Tenants are not permitted access to the roof, attic or crawl space areas for any reason.

COMPLAINTS: All complaints, requests for variances, and defects shall be reported promptly to the management in writing.

HOA NOTICES: Tenant is responsible to follow Home Owners Association rules and regulations and is responsible for any violation of those rules including any fines imposed. (https://www.hometastic.com/h/hpmi/bayhill/Documents)

LAUNDRY: Laundry is not to be hung outside the buildings for drying.

**Guests must be escorted** in and out of the building. Only caregivers and family are to be given the front door code/key. Manager must be given advance written notice prior to giving them the code.

**Laundry room** privileges may be denied to any tenant who disregards the building rules in the laundry area or abuses the equipment. Please read all directions before using the equipment.

Children must be accompanied at all times by parent/guardian.

Emergency exits are alarmed and are not to be used for access or exiting except in case of emergency.

GENERAL: It is not possible to list all potential problems in this agreement. Therefore, it is agreed that any issue, which in the manager’s discretion is a nuisance, liability, damages property, or affects the comfort of others, according to the manager’s sole discretion, tenant herby agrees to be bound by his decision and all the rules and regulations contained herein. Further, tenant agrees that these rules and regulations have been incorporated by reference into the rental agreement. Tenant’s initials \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_.

**WASHINGTON FIRE SAFETY NOTICE**
(multi-units and apartments)

For rental unit at: 101 W. Railroad No.\_\_\_\_\_ Shelton, Washington98584

The above described dwelling unit is equipped with a working smoke detection device as required in RCW 43.44.110. Said device is \_\_\_ hard-wired \_X\_\_battery operated. By state law, the tenant is responsible to maintain the smoke detection device in proper operating condition. Failure to do so can result in a $200 fine under provisions of RCW 43.44.110(4).

 The building has a fire sprinkler system: X yes \_\_\_\_\_no

 The building has a fire alarm system: X yes \_\_\_\_\_no

 The building has a smoking policy: X yes \_\_\_\_\_no If yes and not attached, the smoking policy is:

 No smoking in the building or within 25 feet of an entry door.

The building has an emergency notification plan for the occupants: \_\_\_\_\_yes X no
 If yes, by signing below tenant acknowledges receipt of copy (attached).

The building has an emergency relocation plan for the occupants: \_\_\_\_\_yes X no
 If yes, by signing below tenant acknowledges receipt of copy (attached).

The building has an emergency evacuation plan for the occupants: \_\_\_\_\_yes X no
 If yes, by signing below tenant acknowledges receipt of copy (attached).

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Tenant Tenant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Landlord/Manager

**EXHIBIT “B”**

**Move In Inspection & Cleaning List**

ENTRY: Front / back porch lights

**Keys**

Door Keys \_\_\_\_\_\_\_

Garage Openers \_\_\_\_\_\_\_

 Door / screen

 Other

KITCHEN: Floors

 Walls / ceiling

 Cabinets

 Range top, oven,

 Refrigerator, shelves

 Dishwasher

 Light fixtures

 Sinks

 Counters

 Windows, glass, screens

LIVING ROOM / HALLWAY:

 Floors

 Walls / ceiling

 Lights

 Blinds

 Windows

 Closets & doors

 Other

BATHROOM: Floors

 Walls / ceiling

 Sink

 Tub / shower

 Light fixtures

 Fan

 Toilet

 Towel bar

 Cabinets

 Door

BEDROOMS Left Bedroom Right Bedroom

 Floors Floors

 Walls / ceiling Walls / ceiling

 Light fixtures Light fixtures

 Doors Doors

 Closet & doors Closet & doors

 Windows, blinds, screens Windows, blinds, screens

 Other Other

MISCELANEOUS:

 Dryer vent / washer drain

 Laundry Room

 Hall pantry door

 Other

SMOKE & C0 ALARMS WORKS: Yes \_\_\_\_\_, No \_\_\_\_. Tenant initials \_\_\_\_\_\_\_\_\_\_\_

Carpets shampooed: Yes \_\_\_\_, No \_\_\_. NEW Painted: Yes \_\_\_\_, No\_\_\_\_\_. Touch-up

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature

Landlord Signature Date

*All items are considered in good or excellent condition unless so noted.* Cleaning List

The following is a list of tenant’s responsibilities upon vacating the unit. This list is provided to aid tenant in obtaining as much of their deposit back as possible and to eliminate any misunderstanding as to tenant’s responsibilities. There is a $45 per hour cleaning charge for anything left unfinished. Anything over 4 hours is also charged a holdover rate of 1/30th the monthly rent per day needed to bring unit back to rent-ready condition.

**KITCHEN:**

REFRIGERATOR

1. Wash inside of refrigerator with warm water.
2. Take out vegetable drawers and wash in hot water, dry and replace.
3. Move away from wall and clean underneath. Please leave the refrigerator running!

STOVE ***Please Note:* If this is a self-cleaning oven, cleaning sprays will cause damage! Follow oven instructions.**

1. Remove racks, broiler pan, and soak in hot water to clean, dry well.
2. Clean inside of oven, top of stove, under elements, and pan drawer.
3. Wash and dry outside of stove.

CABINETS

1. Wash cupboards inside and out.
2. Wipe out drawers with damp cloth.
3. Clean sink and counter tops as well as above cabinets.

MISCELLANEOUS KITCHEN

1. Remove and clean all light fixtures.
2. Clean dishwasher and range hood inside and out including filters.
3. Clean exhaust fan filter in range hood (may be placed in dishwasher).
4. Clean dryer vent.
5. Scrub kitchen floor.

LIVING ROOM AND HALLWAYS**:**

1. Clean closets, shelves, light fixtures.
2. Vacuum or sweep flooring.
3. Scrub entry floor.

BEDROOMS:

1. Clean closets, shelves.
2. Remove and clean light fixtures.
3. Vacuum or sweep flooring.

BATHROOM

1. Clean bathtub, around tub, sink, door, fixtures, and countertops.
2. Clean inside and outside of toilet.
3. Wash mirror with glass cleaner.
4. Clean cabinets with damp cloth inside and out.
5. Clean bathroom fan and light fixtures.
6. Scrub floor.

**MISCELLANEOUS:**

1. Thoroughly dust all heater vents and intakes and replace furnace filter.
2. Replace any burned-out light bulbs, including garage & porches *($3 per bulb minimum replacement cost)*.
3. Clean and sweep patio areas.
4. Wash all windows inside and out, and all window tracks.
5. Clean out dryer vent and filter.
6. Have carpets cleaned by approved carpet cleaners.  ***Blue Ribbon (360-956-9011)*** Receipt required.
7. DO NOT FILL NAIL HOLES: We will do this at no charge to you up to 1 hour.
8. Notify all utility companies, return all keys, and leave forwarding address with manager and post office.

The condition of the unit at the time of vacating shall be inspected by the manager. You are invited to be present at the inspection. Refunds of deposits will be issued within two weeks of vacating and all utility charges paid. Your forwarding address is necessary to receiving timely refunds. Please call the management company to schedule your inspection (360)789-1096.

*Thank you for your cooperation!*

**EXHIBIT “E”**

**Addendum for Drug-Free Housing**

In consideration of the execution or extension of a rental agreement of the dwelling unit identified in the agreement, Owner/Manager and Tenant agree as follows:

1. Tenant, and member of the tenant’s household, or a guest or other person under the tenant’s control, shall not engage in criminal activity including drug-related criminal activity, on or near apartment building premises. “Drug related criminal activity” means the illegal manufacture, sale, distribution, or use of a controlled substance (as defined in section 102 of the **FEDERAL controlled substance Act** (21 U>S>C. 802).

2. Tenant, any member of the tenant’s family, or guest or other person under the tenant’s control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near leased premises.

3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4 Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near rented premises or otherwise.

5. Tenant, any member of the tenant’s household, or a guest or other person under the tenant’s control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the apartment premises.

**6. Violations of the above provisions shall be material violation of the rental agreement and good cause for termination of tenancy.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be at the sole discretion of the Owner/Manager.

7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.

8. This rental agreement Addendum is incorporated in the rental agreement or extended this day between the owner/manager and the Tenant.

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Tenant Tenant

Date