

# 1. Residency & Financials

## 1.1 WASHINGTON STATE RESIDENTIAL LEASE AGREEMENT

This Agreement is made between the following parties;

1. "Agent" <<Company Name>>,

(who is the Agent of the "Owner", herein called "Agent")

Agent has signed a written Agreement with the "Owner" (herein called "Owner, Lessor, Landlord" and is the Landlord as defined in law) which authorizes the Agent to sign an Agreement with Resident on behalf of Owner.

2. "Resident" <<Tenants (Financially Responsible)>>,

(herein called "Resident, Tenant, Lessee" regardless of number, who shall be the Tenant as defined in law)

3. "Cosigner" if any <<Co-Signer(s)>>,

(herein called "Cosigner", who shall be a financially responsible party to the Agreement)

For the rental of Premises (herin the "Premises") located at;

<<Unit Address>>

subject to Resident's obligations set forth in this Agreement and subsequent amendments, addenda, and attachments. The terms "you" and "your" refer to the Resident listed above. The terms "we," "us," and "our" refer to the Owner & Agent listed above.

## 1.2 TERM

The term of this Agreement shall be a Lease for a term of <<Lease Term (Months)>> months beginning <<Lease Start Date>> and ending <<Lease End Date>>.

All Resident's rights to occupy the Premises shall cease without right to extend the term hereof upon expiration of the term. This Agreement shall not revert to a month to month tenancy following expiration of the term.

*Lease requires all signaures to be notarized and a legal description attached if the term is longer then one year.*

## 1.3 RENT & CHARGES

Resident shall pay the following monthly rent and other charges for the duration of the rental agreement in the amounts of;<<Monthly Charges>>Rent is payable in advance by the 1st day of each and every month during said term with <<Grace Period Days>> of grace period. Rent received after the grace period shall result in assessment against Resident of a <<Late Fee Rule>> late payment charge plus <<Daily Late Fee>> each additional day thereafter that rent has not been paid in full, which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid.

Checks that fail to clear will incur a Non Sufficient Funds charge of \$25 and may trigger late charges due to unpaid rent. Owner reserves the right to have Resident make payment via cash, cashier's check or money order. Notwithstanding the foregoing, Owner may issue a 14 Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

Resident shall make payments to Owner at;

<<Company Name>>

<<Company Address>>or any such other place that the Owner may from time to time designate. Any rent unpaid by the due date is termed delinquent.

If for reason of non-payment of rent Owner shall give a statutory 14 Day Notice to Pay rent or Vacate, or if Owner shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$25 for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

## 1.4 SECURITY DEPOSIT

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Resident agrees to pay the Security Deposit listed in the section, Move In Charges Summary, found herein. The Security Deposit is for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. The deposit shall be kept in a trust account with Wells Fargo Bank, whose address is 431 39th Ave SW, Puyallup, WA 98373. Tenant's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to Owner. At the conclusion of the tenancy, Resident shall provide Owner with a single forwarding address to which the deposit accounting and any refund is to be sent. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner's reasonably itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address within 21 days after termination of this Agreement and vacation of the premises, conditioned upon Resident's compliance with this Agreement and the following:

1. Resident shall have complied with all the conditions of this Agreement.
2. Except for charges and procedures imposed pursuant to the section 'Non Refundable Cleaning Fee', Resident shall empty and clean restore the premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Checklist, which is incorporated herein by reference, less wear and tear from normal usage. Resident agrees that soilage is not wear and tear from normal usage.
3. Resident shall surrender all keys to Owner.
4. Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the owner.
5. Labor for cleaning and repairing the premises by Owner or Agent shall be at the rate of \$75 per hour. Labor performed by parties other than Owner or its employees shall be assessed at its actual cost.
6. Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges. Any refund from deposit will be mailed to Residents at their last known address within 21 days of vacancy of the Premises.

## 1.5 NON REFUNDABLE CLEANING FEE

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If applicable, Resident agrees to pay the Non Refundable Cleaning Fee listed in the section, 'Move In Charges Summary', found herein. This is a non-refundable charge which shall be used for the final deep cleaning of the Premises which sum shall not be refunded under any circumstances. Owner may recover from Resident any costs incurred not covered by this fee.

## 1.6 PREPAYMENTS

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Resident agrees to pay the Last Month Rent and Other Charges listed in the section, Move In Charges Summary, found herein. Resident is required to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.

## 1.7 APPLICATIONS AND SCREENING FEES

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Application and/or screening fees paid prior to commencement of tenancy are non refundable. Resident authorizes Owner to obtain supplementary credit reports at any time during and up to one year following Resident's occupancy of the Premises at Owner's expense. Resident warrants that they have never been convicted of nor pled guilty or no contest to a felony (whether or not resulting in a conviction) and that Residents have never been convicted of or pleaded guilty or no contest to a misdemeanor involving sexual misconduct, or a crime against a child (whether or not resulting in a conviction). Resident warrants the accuracy of all information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and that Owner may take legal action to terminate this Agreement in such case.

## 1.8 MOVE IN CHARGES SUMMARY

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Here is a summary of your Move In Charges due upon signing this Agreement;

**<<One-time Charges>>**

Here is a summary of your Recurring Monthly Charges due prior to move in;

**<<Monthly Charges>>**

Thus, the total amount due prior to occupancy is;

**<<Total Charges Due at Move-in>>**

*In order to receive your keys and move in, we must have received the total amount of the Move In Charges and the full First Months Rent.*

## 1.9 PAYMENT PLAN

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Resident agrees to make the following additional payments listed below;

«Payment Plan Details 1»

«Payment Plan Details 2»

«Payment Plan Details 3»

### 1.10 UTILITY CHARGES

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Owner will pay for the following utilities which are included in your Monthly Rent;

**<<Utilities Included>>**

Resident agrees to establish use, maintain and pay without delinquency all utilities which are the responsibility of Resident. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting. No candles or gas/propane operated lights.

In addition to any late charges assessed by the utility provider, a \$25 fee will be due to Owner for each notice of unpaid utility charges received by Owner/Agent as a result of Resident's delinquency.

A list of required utility services with contact information will be provided to Resident upon move in. Resident agrees to start each utility service the day of move in.

### 1.11 COSIGNER INFORMATION

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The Cosigner, if any, agrees to be jointly and severally liable along with the Resident for Resident's obligations stipulated in the agreement between Resident and Owner. The obligations include but are not limited to unpaid rent, charges, property damage, cleaning and repair costs that exceed the Resident's security deposit.

Under the terms of this agreement, the Cosigner has no intention of occupying the dwelling referred to in the Rental Agreement above and has read and understood the Rental Agreement referred to above, promise to guarantee the Resident's compliance with the financial obligations of this Agreement. The Cosigner understands that he or she may be required to pay for rent, charges, cleaning and repair costs for damages in such amounts as are incurred by the Residents under the terms of this Agreement if, and only if, the Residents fail to pay.

Owner will attempt (but is not required) to notify Cosigner of any financial obligation that the resident fails to pay and give the Cosigner an opportunity to pay the financial obligation. However, if Cosigner does not cover resident's obligation within specified period of time on notification, and the obligation remains unpaid, the owner may pursue legal options to obtain a judgment against both the resident and the Cosigner. In addition, the Owner may pursue collection procedures and recover debt from both parties as well as report the debt of both the resident and Cosigner to all three credit bureaus.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Policies & Procedures

### 2.1 GENERAL POLICIES

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Resident acknowledges receipt of and agrees to adhere to all rules, regulations, and procedures contained herein.

### 2.2 ADDITIONAL FEES

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Resident acknowledges that Owner may charge additional fees to Resident prescribed herein, and are subject to change with proper notice.

- After Hours Move In or Move Out Fee: \$100. Incurred if Resident requests the move in our move out appointment be conducted outside of normal business hours, 9a-5p Monday to Friday, or on Weekends and Holidays.
- Lockout Assistance Fee: \$100 during Business Hours, \$200 After Hours. Plus applicable locksmith charges if necessary.
- Notice Delivery Fee: \$25. Incurred if Resident causes any notice to be delivered by written notice on Resident's door, via email, or other delivery method for the following reasons, but not limited to; Late Utility Notice, HOA Violation Notice, 14 Day Notice to Pay or Vacate, 10

Day Notice to Comply or Vacate, and other notices caused to be delivered by the Resident. In addition to the Notice Delivery Fee, Resident will be held responsible for any fees incurred by the prescribed notice itself.

- Missed Appointment Fee: \$100. Incurred if Resident fails to make a scheduled appointment for move in or move out, vendor and maintenance repair access, or other appropriately scheduled appointment where Resident must be present.

- Lease Violation Inspection Fee: \$100. Incurred if Resident causes Property Manager to conduct a non routine inspection due to reasonably suspected lease violations.

- Daily Lease Violation Fee: \$25 Per Day. Incurred if Resident is in violation of the lease for the following, but not limited to; Smoking in unapproved areas, improper parking or storage, unapproved pets, unapproved guests, unapproved modifications to the Premises, or any other lease violation as deemed appropriate by the Owner. Owner may issue a 10 Day Notice to Comply or Vacate in addition to the Daily Lease Violation Fee.

## 2.3 COMMUNITY POLICIES OR RULES

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Resident and all guests and occupants must comply with any written community rules and policies, including instructions for care of the Premises. Any rules are considered part of this Agreement. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community. Resident will be responsible for all fines levied by the Community/HOA if caused by the Resident.

## 2.4 STORAGE & PARKING

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Resident recognizes that his/her storage of any personal property or vehicles on the Premises is at his/her own risk. Resident acknowledges that all locks or security systems may potentially be breached and that no warranty or representation is made regarding the efficacy of such systems. Resident hereby recognizes that Owner and/or Agent disclaim any liability for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Landlord's control. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes. We may have unauthorized or illegally parked vehicles towed under an appropriate statute.

## 2.5 TERMINATION OF TENANCIES

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Any notice of termination shall be by written notice of at least twenty (20) days before the end of any monthly rental period, given by either party to the other. If Resident vacates the premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent as provided for in RCW 59.18.310. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Owner in writing.

## 2.6 WATER HEATER

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Pursuant to RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hotwater heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Resident acknowledges that, if accessible, Resident has inspected the hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

## 2.7 SMOKE & CARBON MONOXIDE DETECTION DEVICES

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It is the responsibility of Resident to maintain all smoke detection and carbon monoxide alarm devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any devices. Any Resident failing to comply can be fined up to \$200.00 in accordance with RCW 43.44.110/WAC 212.10.050. Resident acknowledges all smoke detection and carbon monoxide alarm devices in the Premises are in proper working order as of the date of this Agreement.

## 2.8 NO SMOKING POLICY

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Residents and guests shall not smoke within Premises. This includes smoking cigarettes, cigars, pipes or any other smoking device. This policy is in effect desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking. Resident acknowledges that Landlord/Agent's adoption of a no smoking policy does not make the Landlord/Agent the guarantor of the Tenant's health or of the smoke-free condition of the premises.

If smoking does occur on the Premises: 1) Resident is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; 2) Resident is in breach of this agreement; 3) Resident, guests, and all others may be required to leave the Premises; and 4) Resident acknowledges that in order to remove odor caused by smoking, the Owner may need to replace carpet and drapes and paint the entire Premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

## 2.9 PETS & ANIMALS

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Except for service animals as defined in law, Resident 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 without Owner's written permission. If permission for pets is given, no pet noise shall be allowed to escape from the property or to disturb neighbors. It is Resident'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 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, and yard restoration. Landlord may elect to have floors analyzed for the presence of animal urine, waste or pest infestation at the termination of this tenancy. Should said analysis disclose the presence of such damage, in addition to any other remedy, Tenant shall bear the cost of the analysis not to exceed \$150.00 in addition to all other damages.

## 2.10 INSURANCE

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Owner recommends that Resident obtain renters' insurance to protect Resident's personal property and to cover Resident's liability for Resident's negligence. Resident agrees to obtain insurance protecting the Premises from loss or damage caused by Resident or Resident's negligence and understands that any insurance that Owner maintains is not for the benefit of Resident. Resident is responsible for all damage caused the premises as a result of the negligence of resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

## 2.11 RESIDENT BENEFIT PACKAGE

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If listed in the section "Rent & Charges", Resident agrees to pay for the 'Resident Benefit Package' or 'Limited Benefit Package' for the duration of Resident's agreement.

The Resident Benefit Package is in place to provide the Resident with the best possible tenancy, effective communication, and other benefits that include;

- Credit Reporting to Experian Rent Bureau to help build a positive credit profile.
- Access to the industries leading online platform to collect rent payments, submit maintenance requests, view your lease or rental agreement, and more.
- Access to a 24-7 Emergency Maintenance Line.
- No extra charge for all payment methods. (Cash, check, online payments via credit, debit, or ACH). Vendors may charge processing fees, but Owner does not charge additional fees.
- 1 Time NSF Fee Waiver
- 1 Time Notice Delivery Fee Waiver
- Periodic Furnace Air Filter delivery if applicable. Resident agrees to install the air filter within 48 hours of delivery. A \$100 fee will be assessed if Owner finds an expired Air Filter installed, plus applicable maintenance and repair costs if necessary.
- \$100,000 Liability Insurance (covering Premises, not Resident) Required. Not covered in Limited Benefit Package if Resident provides copy of 3rd party equivalent.

## 2.12 REQUESTS, REPAIRS, MALFUNCTIONS

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Resident shall report any damage or problem immediately upon discovery or Resident may be held responsible for the cost to remedy. Owner/Agent complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Agreement. Resident must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Agreement to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

## 2.13 RIGHT OF ENTRY AND INSPECTIONS

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We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your requests, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

According to Washington State Landlord Tenant Law, we may enter the property to inspect with 48 prior written notice. If we are showing the property to a potential new tenant or purchaser, we may enter the property with 24 hours prior written notice. Reasonable accommodations will be made for continuous showings during a marketing period for re-leasing or selling the property.

Tenant failure to reasonably allow landlord/agent access after due notice is liable to \$100 each time per RCW 59.18.150(5)

Owner/Agent may enter yard and place and maintain business signs (e.g. rent, lease, sale) and postings on the premises as deemed necessary for business operations. Additionally, landlord or agent may enter the tenant's premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; provided, access is at reasonable times with proper notice (no notice required for emergency, end/term, or abandonment). Resident notice to vacate, or request for service or repairs, shall constitute resident-approved notice of respective access by Owner or Agent (in absence of other arrangements).

## 2.14 MOVE OUT

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Resident will provide Owner/Agent proper notice to vacate the Premises according to RCW 59.18.

Upon move out, Resident will be liable for the following charges, if applicable but not limited to: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the Premises and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Agreement.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-lease the Premises; determine any security deposit deductions; and remove personal property left in/on the Premises. Surrender, abandonment, and eviction affect your rights to property left in/on the Premises. Surrender, abandonment, and eviction do not affect our mitigation obligations.

## 2.15 MOVE OUT CLEANING

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If Resident has paid a non refundable cleaning fee, listed in the section "Move in Charges Summary", Resident is not required to 'deep clean' the Premises upon move out. Simply remove all belongings and rubbish from the Premises, and perform a surface level cleaning of the entire Premises. As previously indicated in this Agreement, the Resident has paid a non refundable fee to be used to deep clean the Premises and clean the carpets. A modified move out cleaning list will be provided to Resident upon Resident's Notice to Vacate. If additional cleaning is required, repairs, or other maintenance is required above the non refundable cleaning fee amount Resident will be charged separately and it will be deducted from the security deposit.

If Resident has not paid a non refundable cleaning fee, Resident will be required to thoroughly deep clean the Premises and return the Premises to the original condition less wear and tear and other deficiencies as noted in the Move In Condition Report. This includes having all carpeted surfaces professionally cleaned and providing a receipt. The complete move out cleaning list and procedures will be provided to Resident upon Resident's Notice to Vacate, and that list can also be found online at <http://smartpadmanagement.com/tenants/>.

If additional cleaning is required, repairs, or other maintenance is required above the cleaning conducted by Resident, the Resident will be charged separately and it will be deducted from the security deposit.

## 2.16 PLUMBING & DRAIN MAINTENANCE

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As of the date of this Agreement, Owner warrants that the Premise's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, newspapers or other items not designed to be flushed. Resident agrees to pay for clearing the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage will attest to in writing, were caused by defective plumbing, tree roots, or a result of weather. Resident agrees to keep on hand and properly use a plunger when necessary to unclog drains and prevent water overflow from toilet, sinks and bathtub. Resident agrees not to allow grease or corrosive liquids to go down the drains without the express written permission of the Owner. Resident agrees not to flush commercially available wipes labeled as 'flushable' down the toilets, as they routinely cause plumbing blockages.

## 2.17 HVAC MAINTENANCE

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If applicable, Resident's Benefit Package includes HVAC filters delivered to their home approximately every 90 days under the Resident Benefit Package or Limited Benefit Package. Resident shall properly install the filter that is provided within 48 hours of receipt. Resident hereby acknowledges that the filters will be dated and subject to inspection by Owner upon reasonable notice to verify replacement has been timely made. If at any time Resident is unable to properly or timely install a filter Resident shall immediately notify Owner in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and Owner shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Owner for all damages to the property, A/C or heating system caused by Resident's neglect or misuse.

## 2.18 CONDITIONS, ALTERATIONS, AND OPERATIONS

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**AT ALL TIMES DURING OCCUPANCY OF THE PREMISES, RESIDENT(S) AGREE AS FOLLOWS;**

- a) To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible. Resident agrees to submit to Owner upon demand, proof that any utilities, assessments or charges have been paid.
- b) To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises;
- c) Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule; Not to install a water bed without the prior written approval of Owner. If permission is granted to use a waterbed, Resident shall obtain an insurance policy to protect Owner from any damage which may be caused thereby. No aquariums or other unusually heavy objects are permitted on the premises without Owner's written consent.
- d) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident; Resident agrees not to store any hazardous material including but not limited to asbestos, petroleum and petroleum byproducts, old batteries, or paint on the premises or Property.
- e) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances ("equipment"), or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so, and agrees to notify Owner of any such damage that occurs; To properly use and operate all such equipment, To repair at Resident's expense any damage to the premises or equipment caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs;
- f) Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice as provided in the Residential Landlord-tenant Act and to permit Owner to show the premises to prospective Residents.
- g) No BBQ's or open fires under eaves, canopies, balcony over-heads, or under building structures or covers, or directly adjacent to any building;
- h) Resident understands that this tenancy shall terminate at 11:00 p.m. on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour;
- i) TV, stereo, radio and musical instrument volumes shall be kept low enough so that no noise whatsoever shall escape from the property. Resident shall not keep or maintain a nuisance on the Property.
- j) Not to make any alterations, additions, painting or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable T.V. jacks, nor to install any wires, satellite television antennas, cables or aerials for radio or television purposes on the roof or other parts of the Premises without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of Owner 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. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork. Resident may install satellite dishes only where consistent with our policy Regarding Installation of Satellite Dishes (contact us if you wish to request a copy of this policy).
- k) To notify Owner immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc...;
- l) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on the Owner's prohibition on the use of the Premises for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or endanger the health, safety, or well being of any resident, family member, guest or invitee resident at the Premises or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- m) To have no garage, yard or other sales on the Premises, nor to use them for any commercial purpose without Owner's written consent.
- n) Not to permit any person to occupy the Premises other than those persons identified in the Agreement. Guests of Resident staying a maximum of ten days are permitted within any given eight week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in a daily fine.
- o) Except as otherwise permitted by law, to display no signs or placards on or about the Premises;
- p) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
- q) To notify and deliver to Owner any legal notice received from any person or governmental agency which relates to the Premises.
- r) Resident shall reimburse Owner immediately upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, their invitees, family or guests. Residents shall be responsible for any damage resulting from windows or doors left open. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident shall not be deemed a waiver thereof; and Owner may demand the same at any time.
- s) To inspect and maintain in compliance with the information tag thereon all Owner supplied fire extinguishers. Any fire extinguishers supplied are without charge for convenience of Resident only and no warranty is made as to their sufficiency for the premises.

t) To provide and maintain receptacles for garbage and trash, and to contract for collection of the same;

u) To maintain the plantings and lawn and to keep the grass, lawn, flowers, planting beds, trees and shrubs in good condition and repair by watering, fertilizing and otherwise maintaining 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 Resident's expense should Resident fail to comply with the preceding sentence. To replace in a neat and workmanlike manner all glass and doors broken or damaged during this tenancy. To keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice.

v) To execute all revised rental agreements upon request;

w) Owner is not obligated to provide window or door screens;

x) To protect against freezing of water pipes and waste pipes and stoppage of same in and about the premises. To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises. Resident shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy.

y) Resident agrees that throughout the term of this lease and upon surrendering the premises to Owner, he/she shall maintain the said premises in as good order, condition and repair as they are in on the commencement of this lease, excepting normal wear and tear. Resident's dirt, destruction, damage of any nature, neglect or disrepair does not constitute normal wear and tear. Resident shall obtain area rugs or other coverings to protect hardwood floors.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

### 3. General Clauses

#### 3.1 DAMAGE & PROPERTY CONDITION REPORT

Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (attach form as required by RCW 59.18.260). Resident shall maintain the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Owner, throughout the term of this Agreement and upon surrendering the premises to Owner. Resident will bear the cost of any cleaning or repair performed by Owner to restore the premises to the condition indicated on the attached Property Condition Report, except for wear resulting from ordinary use of the Premises. Resident is responsible for rent lost by Owner while performing repairs and/or cleaning because of failure to comply with the foregoing. The Property Condition Report will be used to determine the refund of deposit at the end of this tenancy. Resident 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 Owner installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident may include 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.

#### 3.2 DAMAGE OR DESTRUCTION OF PREMISES

In the event of damage to the Premises by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the Premises are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired within a reasonable period of time, then upon written notice from Owner to Resident, this Agreement shall terminate and Resident shall vacate as of the date set forth on Owner's notice.

#### 3.3 USE & ASSIGNMENTS OR SUB-LETTING

Resident 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. Resident 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. Resident 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 persons (include all minors):

<<Tenants (Financially Responsible)>>

<<Other Occupant(s)>>



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

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### 3.4 DELIVERY OF PREMISES

If for any reason whatsoever Owner does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner 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 Owner be liable to Resident for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 10 days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to Owner, and any monies paid by Resident to Owner shall be refunded to Resident.

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### 3.5 ATTORNEYS FEES

As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. 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

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### 3.6 DISCLOSURE RIGHTS

If we receive a legitimate request for information about Resident or Resident's rental history for law enforcement, government, or business purposes we may provide it at our discretion. We may report unpaid amounts to credit agencies as well as hire a 3rd party debt collection service.

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### 3.7 NON-WAIVER OF BREACH AND SEVERABILITY

The failure of Owner 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.

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### 3.8 KNOW YOUR NEIGHBORS

In accordance with RCW 59.18.600, you are hereby notified that units on this property may be rented to individuals who have been convicted of a crime. If you observe, suspect, or are the victim of criminal activity your landlord strongly encourages you to notify the police immediately. There is no registry for all types of criminals, however, certain individuals convicted of sex-crimes are required to register their addresses, which can be searched at <http://ml.waspc.org>.

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### 3.9 ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION

Owner disclaims any warranties or representation that it will be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by residents of the property or other persons. Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident's personal security and are limited in their ability to provide protection. Residents acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident 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. RESIDENT UNDERSTANDS THAT ANY PROACTIVE STEPS OWNER HAS TAKEN ARE NEITHER A GUARANTEE NOR A WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT RESIDENT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. RESIDENT HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE RESIDENT'S OWN PERSONAL RESPONSIBILITY.

In the event of an emergency, do not contact the Owner/Agent, immediately dial 911.

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### 3.10 LIENS AND SALES

Owner may mortgage the Premises or Property or grant deeds of trust with respect thereto. Resident agrees to execute such reasonable estoppel 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 placed 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. Resident shall execute and deliver, within 10 days after demand therefor, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes

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### 3.11 SEVERABILITY

If any clause of 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 effected 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.

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### 3.12 MILITARY CLAUSE

Resident may terminate this Agreement if you newly enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States in accordance with RCW 59.18.220. Termination may also be granted for a verified deployment, or permanent change of station. Proper documentation is required.

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### 3.13 TIME

Time is of the essence for this Agreement.

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### 3.14 GENERAL TERMS

No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Resident and Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Owner.

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### 3.15 ADDITIONAL LEASE TERMS & INFORMATION

<<Additional Lease Information>>

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Sign and Accept

### 4.1 ACCEPTANCE OF AGREEMENT

This is a legally binding Agreement. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept agreement and addenda. You will receive a digital copy of the contract for your records.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed