

## Lease / Rental Agreement

THIS AGREEMENT is made this 1st day of February 2020 by and between Thomas C. Veatch (who shall be the Landlord as defined in law, hereinafter called "Owner"), and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident"), for rental Premises located at 1210 NE 124th St. in the City of Seattle, County of King, State of Washington (the "Premises").

Owner does hereby rent the Premises to Resident upon the following terms and conditions:

1. TERM: This Agreement shall be a Lease for a term beginning February 1, 2020 and ending January 31, 2021. Upon termination or upon expiration of the above-stated initial term of Lease, all Resident's rights to occupy the Premises shall cease without right to extend the term hereof. This Agreement shall not revert to a month-to-month tenancy following expiration of the term. Owner and Resident may, without obligation, negotiate a separate Agreement or Renewal for an additional 12 month period at the end of an expiring term. An annual Renewal Addendum signed by Owner and all Resident(s) between 60 and 30 days before the term ending date shall be allowed to modify this Agreement by extending its term by one year and adjusting its monthly rent by a integer multiple of \$6.

2. RENT: Resident shall pay monthly rent and other charges in the following amounts:

MONTHLY PREMISES RENT: \$3960

At the beginning of this lease, rent may be pro-rated by the number of signatory Resident(s) hereto until filled with six. Such partial rent payments at lease startup shall be accepted for one month, after which the Owner shall have the option to terminate the lease with a 20 day termination notice as herein described.

The total amount set forth above is considered rent and is payable in advance by the 1st day of each and every month during said term, by cash or a single personal check or money order or by electronic funds transfer to Owner at 7804 NE 183rd St., Kenmore WA 98028, or any such other place that the Owner may from time to time designate. Owner shall provide a written receipt for a rent payment if requested by Resident or if made in cash; an emailed receipt to the Resident's Primary Point of Contact shall be deemed to satisfy this requirement. Any rent unpaid by the due date is termed delinquent. Owner may, at Owner's option, apply funds received from Resident to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as parking or storage rental, unpaid deposit, past due rent, and current rent.

Rent received on or after the 5th day of each month shall result in assessment against Resident of a \$100 late payment charge plus \$30 each additional day thereafter that rent has not been paid in full, all of which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid.

Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge plus a \$35 returned check fee. Should Resident submit a check that is dishonored or returned for non-sufficient funds, or should Resident offer payment to cure any default such as following receipt of a 14 Day Notice to Pay or Vacate, Resident shall make such payment by cash, cashier's check or money order. If Resident gives Owner two checks that are returned for nonpayment, all future payments by Resident shall be made by cash, cashier's check or money order. Notwithstanding the foregoing, Owner may issue a 14 Day Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue. The issuance of three or more 14 Day Notice to Pay Rent or Vacate notices within any 12-month period shall be grounds for termination of this Agreement.

If for reason of non-payment of rent Owner shall give a statutory 14 Day Notice to Pay 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 \$250 for preparing and giving the notice, which shall be considered as additional rent and which shall be paid by the deadline for compliance with the Notice.

3. DEPOSIT: Resident agrees to pay the sum of \$3940 as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. The deposit shall be kept in trust in an account with Boeing Employees Credit Union, whose address is 12513 Lake City Way NE, Seattle, WA 98125. Resident'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 payment owed to Owner. Before 14 days after termination of this Agreement Resident shall designate a forwarding address and account name for any refund. Any refund will be by a single check made out to the designated account name and mailed to the designated forwarding address; all the individual Residents shall apportion any refund among themselves through the designated account holder. Owner's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address within 14 days after termination of this Agreement and vacation of the premises, conditioned upon the following:

- a) Resident shall have complied with all the conditions of this Agreement.
- b) Except for charges imposed pursuant to paragraph #4 hereof, Resident shall clean and 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 soiling or staining is not wear and tear from normal usage.

- c) Resident shall surrender all keys to Owner.
  - d) Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Owner.
  - e) Labor and administrative costs for cleaning and repairing the premises shall be at the rate of \$75 per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost, plus 15% administration fee.
  - f) Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges.
4. NON-REFUNDABLE AND/OR PROCESSING FEES: Resident agrees to pay from deposit the sum of \$660 as a non-refundable charge which shall be used for 12 hours general interior cleaning, exterior landscaping, window washing, which sum shall not be refunded after this lease terminates without renewal/extension, but may be refunded pro-rata to departing individuals if individually substituted in good order and the lease extended, subject to conditions 3(a)-(f) above. All monies taken for late fees, deposits, credit check, etc. are considered rent charges for use of the property. Owner may recover from Resident any costs incurred not covered by this fee.

Resident(s) to initial: \_\_\_\_\_

5. PREPAYMENTS: Resident has made a prepayment toward last month's rent of \$0. If rent has increased before the last month of tenancy, Resident is required to pay any difference between the prepayment and the actual last month's rent.
6. APPLICATIONS AND SCREENING FEES. Application and/or screening fees paid prior to commencement of tenancy in the amount of \$15 per adult are non-refundable. Resident authorizes Owner to obtain supplementary credit reports at any time during the Resident's occupancy of the Premises at Owner's expense. Residents warrants that they have never been convicted of nor pleaded guilty or no contest to a misdemeanor involving sexual misconduct or crime against a child or to a felony (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 Owner may take legal action to terminate this Agreement in such case.
- Resident(s) to initial: \_\_\_\_\_

7. TERMINATION OF TENANCIES: Unless this Agreement will cease at the expiration of the above-stated initial term of lease as specified in paragraph 1 above, 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. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Owner in writing. 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. If absent without explanation for two weeks while rent remains unpaid then the premises will be considered abandoned. If the Resident abandons or vacates the premises the Owner at his option may terminate this Agreement and regain possession as prescribed by law. If Resident vacates the premises prior to the expiration of this Lease or without required notice, Resident shall be liable for additional rent as provided for in RCW 59.18.130. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310. The issuance of three or more 10 Day Notice to Comply or 14 Day Pay Rent or Vacate notices within any 12-month period shall be grounds for termination of this Agreement.

If one or more Resident(s) vacate without a signed, accepted Substitute then their share of the security deposit shall be chargeable to cover their unpaid share of rent during the term of this lease. After the date upon which their share is used up, if a substitute Resident has not been accepted by the Owner and remaining Resident(s) and signed to a Substitution Addendum to this lease, and if rent continues partly unpaid, then this lease shall terminate subject to the Owner issuing a 20 day notice to terminate this lease, which shall terminate on the schedule in the notice.

8. DAMAGE: 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 flooring, carpeting or padding.

9. AFTER-HOURS LOCKOUT CLAUSE: If Resident(s) misplace keys to the rented premises, Resident(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. Owner or offsite management reserves the right to charge a 'lockout fee' at any time and onsite management reserves the right to do so after hours, not to exceed \$100 and to be payable upon entry. Management does not guarantee 'lock out' service to be available.

10. A) CARBON MONOXIDE AND SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION. The Premises are equipped with hard-wired and/or battery-operated carbon monoxide (hereinafter "CO") and smoke detection devices that have been checked [by: Thomas C Veatch, on January 31, 2020] and are properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the CO and 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 CO or smoke detector(s) is grounds for termination of tenancy. Resident shall not tamper with, remove batteries, or otherwise disable any CO or smoke detection devices. Any Resident failing to comply with the provisions of this paragraph #10 can be fined up to \$200.00 in accordance with RCW 43.44.110/WAC 212.10.050. 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 (WAC 212.10.050). Resident also agrees to test the CO and smoke detector(s) for proper operation once a month and to report any malfunctions to the Owner in writing. Owner hereby discloses, and Resident acknowledges, that there is no fire sprinkler system, no fire alarm system, no emergency notification plan, emergency relocation plan, or emergency evacuation plan.  
Resident(s) to initial: \_\_\_\_\_

10. B) SMOKING POLICY: The Premises have a policy of: [X] no smoking, [ ] limited smoking. If the property has a limited smoking policy then the following conditions apply:

1. Smoking is not allowed within the building or outbuildings or within 25 feet of any door or window.
  2. Resident must provide and exclusively use a receptacle for cigarette, cigar or pipe tobacco outside of the building,
  2. Cigarette, cigar or pipe tobacco may not be discarded onto sidewalks, parking areas, into landscaping, or common areas as designated by Owner.
  3. Owner reserves the right to restrict smoking in any common area at its sole discretion
- Resident(s) to initial: \_\_\_\_\_

11. PRIMARY CONTACT, OCCUPANTS, GUESTS, USE/ASSIGNMENTS, SUB-LETTING: Resident(s) shall initially designate one person as Primary Contact to collect and deliver rent to Owner, and may change the Primary Contact at any time in writing.

Primary Contact:

Name	Phone	Email
_____	_____	_____

Six (6) is the maximum number of occupants permitted under this Lease. Resident shall not assign or transfer this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose without the express written consent of the Owner other than as the primary full time residence for the following named persons (include all minors);

Occupants:

Name	Phone	Email
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The maximum guest stay shall be at most fifteen days total in any six calendar months for any one person. No person other than the above-named Occupants shall occupy the rented premises or otherwise live there even temporarily, except that Resident may house any single guest who maintains a separate residence elsewhere for the maximum guest stay, without authorization by Owner. A person who stays longer than the maximum guest stay shall be considered as an additional occupant for each month in which the maximum guest stay is exceeded and during which the person stays more than three nights. Substituting or adding any occupants is not permitted without (a) the prior written approval of Owner and each Resident, and (b) a 1/12 increase in rent for the month for each additional occupant above six (6). Resident shall be responsible for the behavior and demeanor of their guests and for any extra expenses they may incur upon the premises and the household.

Within the term of this Agreement or a Renewal, Resident and Owner may together modify this Agreement in a separate, written, dated, and signed Substitution Addendum that substitutes one or more natural persons as occupant, Resident, Tenant, and party bound by all the terms of this Agreement, if and only if: Owner and all successor Resident(s) agree in writing; departing Resident(s) have each satisfied, or remain bound to satisfy, their financial and other obligations to the remaining Resident(s) and to Owner under this Agreement and have left a forwarding address; each successor Resident has executed a Rental Application and passed the background check process and paid their 1st month's rent and deposit. Each departing Resident's deposit share, less the sum of their share of non-refundable deposit and any applicable charges under this Agreement, shall be refunded by Owner after costs are finally determined by a single check mailed to the forwarding address with a statement of account; successor Resident(s) shall pay their share of deposit with their first month's rent to Owner.

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, including but not limited to garage/yard sales and private lessons/tutoring. 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.

12. **UTILITY CHARGES:** Resident agrees to establish, use, maintain and pay for all utilities without delinquency. Resident agrees to submit to Owner upon demand proof that any utilities, assessments, or charges have been paid by Resident. In the event Resident fails to turn utilities on in a timely fashion then Resident shall be responsible for pro-rated amounts for the utility billing period including the move-in date. In the event Resident fails to turn utilities off in a timely fashion then Resident shall be responsible for all utility charges until such time as Owner becomes aware of same and switches utilities into Owner's name. These turn on/off provisions apply only to those utilities for which the Owner is legally liable. Non-payment of utility charges may lead to eviction proceedings. Owner is entitled to use Resident's deposit to recover unpaid utility charges upon move-out. Owner is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Resident's lack of payment, or otherwise. Resident agrees to refill the heating oil tank before termination of this Agreement.
13. **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 5 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. Upon termination of tenancy, Resident shall:
  1. remedy or repair any damage caused intentionally or unintentionally or accidentally or through negligent action by Resident or other person(s), invitee, animals allowed on premises by Resident, excepting normal wear and tear;
  2. return all keys to Owner;
  3. be responsible for all costs of fumigation and/or extermination of infestation caused by Resident;
  4. have all carpets/rugs professionally cleaned by a professional, licensed carpet cleaner;
  5. clean drapes/curtains/blinds, floors and walls, and windows, and;
  6. provide proof of final payment for all utilities and heating oil tank refill.
14. **PETS AND ANIMALS:** Except under a signed, separate Pet Agreement between Resident and Owner which shall identify name, species, breed, age, weight, and color of each pet, and a pet deposit of 25% of an individual's share of the rent and pet rent of \$50 per pet per month, and except for emotional support animals and 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. Owner may permit at most one adult, house-trained dog of less than 25 lbs and at most two cats, each subject to application, written approval and pet deposit of \$500. If pets are maintained within the Premises, Resident is responsible for their pets and financially responsible for any damage they may cause. Neither pet nor 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. Resident 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 presence of such damage. These policies include "house guests".
15. **ATTORNEYS FEES:** 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. In the event any action, suit or proceeding commence to enforce the terms of this Agreement, as provided by law and except as otherwise prohibited, the prevailing party shall be entitled to, in addition to all other relief, its reasonable attorney fees and costs incurred.
16. **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 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.

17. 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 a 120 degrees Fahrenheit. Owner acknowledges that, if accessible, Owner has inspected the hot-water heater and to the best of Owner's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.
18. 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 Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention. Owner has no knowledge, reports or records of lead based paint and/or lead based paint hazards in the Premises.
19. MOLD: Resident acknowledges that mold can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the resident's apartment, storage, or other rented areas, mildew and mold can grow. It is important for the resident to keep these areas clean and to promptly notify the Owner of any leaks, moisture problems, and/or mold growth. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:
  1. Resident agrees to keep the apartment free of dirt and debris that can harbor mold, and to prevent damp material staying for long periods in contact with wood floor or carpets such as a futon bed or mattress without supporting frame.
  2. Resident agrees to immediately report to the Owner any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
  3. Resident agrees to immediately notify Owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
  4. Resident agrees to immediately notify the Owner in writing of any significant mildew or mold growth on surfaces in the apartment.
  5. Resident agrees to allow the Owner to enter the unit to inspect for mold and make necessary repairs.
  6. Resident agrees to use bathroom exhaust fans while showering or bathing and use exhaust fans whenever cooking, dishwashing, or cleaning. If equipped with an automatic apartment ventilation fan, Resident agrees to not disable or otherwise adjust the fan settings. Resident also agrees to report to the Owner any non-working fans.
  7. Resident understands that mold can grow on damp surfaces within 24 to 48 hours and agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible.
  8. Resident agrees to notify the Owner of any problems with the heating, ventilating, and/or air conditioning systems.
  9. Resident agrees to indemnify and hold harmless the Owner and Owner's agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner may sustain or incur as a result of the negligence of the Resident, including failure to abide by this Agreement, or any other Person living in, occupying, or using the premises.
20. STORAGE AND PARKING: 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 is not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Owner's control.
21. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION: Owner disclaims any warranties or representation that Owner 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 Owner's legal representatives do not guarantee, warrant, or insure Resident's personal security and are limited in their ability to provide protection. Resident acknowledges 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 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. Harrassment or intimidation of a resident, guest, owner, or owner's agent is prohibited.
22. ATTRACTIVE NUISANCES: Residents agree to not use, install, allow, or support any attractive features including but not limited to trampolines, skate ramps, pools, on the property or surrounding property areas

due to potential injury. Any trampolines/attractive features or such other items in Resident's possession shall be stored in such a way as cannot be used. Resident agrees to have items dismantled and stored in a safe condition.

23. RENTERS INSURANCE: Resident is responsible for all damage caused to the Premises as a result of the negligence of Resident, 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. Renter understands that any insurance that Owner maintains is not for the benefit of Resident. The Resident's personal property is not insured by the Owner. Owner encourages Resident to purchase renter's insurance and Resident acknowledges having received such encouragement. Owner highly recommends that Resident obtain Renter's Insurance which should protect the premises and Resident's personal property from loss or damage caused by Resident's/Guest's negligence and should provide a minimum of \$250,000 of liability coverage. Resident is requested to provide proof of current Renter's Insurance policy within 30 days of occupancy, and again at the anniversary date of lease.
24. LIENS AND SALES: Owner may mortgage the Premise or Property or grant deeds of trust with respect thereto. Resident 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 on the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed on the Property or the Premises and to any or all advances to be made or announced owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days of demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any foregoing purposes.
25. 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 the Owner. Waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. Nothing contained in this agreement shall be construed as waiving any of the Owner's or Resident's rights under the laws of the state of Washington.

26. RESIDENT'S OBLIGATIONS: Resident agrees that Resident shall:

#### GENERAL

- a) Pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible (electrical, water, sewer, garbage, heating oil, telephone/TV/internet, etc.);
- b) Execute all revised rental agreements upon request;
- c) Provide the Owner with emergency contact information within 10 days of commencement of tenancy and to provide updated or new information whenever such information is available;
- d) Notify and deliver to Owner any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Owner by any governmental agency resulting from a Resident's negligent behavior, including but not limited to failure to observe burn bans, or Resident's maintenance of a nuisance, shall be the responsibility of the Resident to pay;
- e) Not 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;

#### CONDUCT

- f) Be responsible for Resident's own proper conduct and of all guests, including the responsibility for understanding and observing all policies and rules;
- g) 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. Owner's failure or delay in demanding damage reimbursement, 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;
- h) Not permit any person to occupy the Premises other than those persons identified in Paragraph 11. See Paragraph 11 for Guest rules. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$100;
- i) Not copy keys for unit or give keys to anyone other than those listed as Lease Occupants without the Owner's prior written consent;
- j) Comply with all laws and ordinances and the directions of all proper officers in relation thereto;
- j') Not commit any felony, misdemeanor or other unlawful activity or use, and whether legal or illegal, not possess or use illegal drugs, possess or store or use firearms or ammunition on the premises, no prostitution, marijuana cultivation/drying/storing/processing, or illegal drug manufacture/use/possession/sale. Resident shall keep the premises free of illegal drugs, and shall not 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 or 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;
- k) Permit Owner, his or her agents, employees, or representatives to enter the Premises under RCW 59.18.030 at reasonable times after notice as provided in the Residential Owner-Resident Act, and permit Owner to access the storage shed and/or to inspect the premises for maintenance and upkeep within and outside the buildings and to show the premises to prospective Residents, except in cases of emergency where no notice is required;
  - l) Not keep or maintain a nuisance on the Property, nor abandon unsightly litter, clutter, car repair equipment, or the like in outside areas;
  - m) Not make nor allow any disturbing noises which will interfere with the rights, comforts, or convenience of others. Residents are entitled to the quiet enjoyment of their dwelling, and the neighbors are entitled to the same. Resident will desist and refrain from making loud or bothersome noises and disturbances, will keep down the volume of their music, instruments, machinery, noise, and broadcast programs at all times so as not to disturb other peoples' peace and quiet;
  - n) Notify Owner immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc. Notification should be immediate in an emergency. Repair requests should be made as soon as the defect is noted.
  - o) Professionally shampoo carpets each year within 30 days of the anniversary date of commencing tenancy and again upon vacancy, regardless of date. Resident agrees to provide proof by receipt from contractor/vendor used. Resident shall obtain area rugs or other coverings to protect hardwood floors. Resident's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear;
  - p) Follow all bans/laws, including, but not limited to, burn bans;
  - q) Not to throw anything from windows and/or balconies;
  - r) Abide by and be bound by any and all rules and regulations affecting the Premises or its common areas which may be adopted or promulgated by local laws;

#### MAINTENANCE, REPAIRS, & ALTERATIONS

- s) Take all reasonable precautions to prevent the presence of bed bugs. Resident declares that all furnishings and other personal items being brought in to the unit during any time of the tenancy are and will be free of bed bugs. In the event that the Resident requests testing an unsubstantiated service request, or the condition is caused by the Resident, the Resident must pay for all service calls and repairs;
- t) 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 of Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing, or replacing flooring, carpeting or padding;
- u) Be responsible for any damage resulting from windows or doors left open;
- v) Take all reasonable precautions to prevent the presence of mold or mildew in the Premises, such as steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Resident agrees to promptly notify Owner of the presence of mold or mildew. In the event that the Resident requests testing an unsubstantiated service request, or the condition is caused by the Resident, the Resident must pay for the service calls and repairs.
- w) Protect against freezing of water and waste pipes and stoppage of same in and about the premises. 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;
- x) 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. Resident and guests shall properly use and operate all such equipment. Resident shall replace in a neat and workmanlike manner all glass and doors broken or damaged during this tenancy. Resident agrees to notify Owner of any such damage that occurs, and 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;
- y) 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 TV jacks, nor to install any wires, 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.
- z) Prior to the installation of a satellite dish, give notice to the Owner informing that a satellite dish is to be installed. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the Owner.
- aa) Not disconnect or relocate within the dwelling any owner-supplied appliance without Owner's written consent;
- bb) 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;

cc) Keep all furnace and air conditioning filters (if any) clean and free from dirt; to change filters on a regular basis;

CLEANLINESS AND TRASH

- dd) Provide and maintain receptacles for garbage and trash, and contract for collection of the same. The Premises must be kept clean, sanitary and free from objectionable odors. Properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. Resident is responsible for all costs of extermination and fumigation for infestation caused by Resident;
- ee) Resident agrees not to store any toxic or hazardous material including but not limited to asbestos, petroleum and petroleum byproducts, old batteries, or paint on the premises or Property;
- ff) 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. Owner reserves the right to have professional gardeners maintain the yard at Resident's expense should Resident fail to comply with the preceding sentence. Keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice;
- gg) Permit Owner to display "for rent" or "for sale" signs at any time during a tenancy;
- hh) Not display signs or placards on or about the Premises except as otherwise permitted by law;
- ii) Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligation to maintain or replace them;
- jj) Not install a waterbed 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, pianos, organs, libraries, or other unusually heavy objects are permitted on the premises without Owner's written consent;
- kk) 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. Resident shall have all carpets cleaned by a professional carpet cleaner prior to vacancy;
- ll) Resident agrees not to engage in any gang activity and that any incident meeting the definition of domestic violence causing physical harm will result in Termination of Tenancy of the perpetrator according to RCW 59.18.575.
- mm) Resident and Owner agree that the Move-in/Move-out Property Condition Checklist shall be a binding part of this agreement.
- nn) Resident and Owner agree that Owner may earn and retain all of the interest paid to Owner by a bank on deposit and prepayment monies paid to Owner by Resident.

27. DAMAGE OR DESTRUCTION OF PREMISES: In the event of damage to the Premises by fire, water or other hazard, if 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. Should repair require Resident to vacate the Premises for a period of time, Resident is obligated to vacate as instructed by Owner and rent shall abate during this period. Under no circumstances, terms or conditions shall rent abate if damages are caused by the Resident. In the event the Premises are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired, then this Agreement shall terminate and Resident shall immediately vacate. In such case, Resident shall pay rent up to the day Resident vacates the Premises. If Owner inspection reveals damage beyond normal wear and tear or other need for maintenance and upkeep for the property to continue in the condition documented in the Move-In/Move-Out Property Condition Checklist, Owner may notify and require Resident to carry out the repair, maintenance or upkeep, giving a time of two weeks for compliance; if not completed within the given time, Owner may have the work professionally done at Resident's expense.

Resident(s) to initial: \_\_\_\_\_

28. INTERNAL GOVERNANCE. Whereas, Tenants separately agree to their own house Constitution, a signed copy of which is attached to but not part of this lease; and Whereas said Constitution provides for a majority vote to remove a non-cooperative Tenant in an extreme case; Therefore: said majority of Tenants may request, in writing, and Owner shall not unreasonably deny, that Owner execute a Substitution Addendum with the remaining Residents and without the removed Tenant and with or without a successor Resident signatory, which successor when identified and accepted may enter into the group lease by completing said Substitution Addendum. In such case, all Tenants agree in advance that the removed Tenant's share of deposit may be charged to cover their share of rent until a Substitution is completed; but that all reasonable efforts shall be made to secure a Substitute as soon as possible to minimize charges to the removed Tenant's deposit. Tenants agree that Owner is not a party to the Constitution. Whereas Landlord/Tenant laws restrict the relationship between Landlord and Tenant, such laws evidently do not restrict or apply to agreements among tenants; each Tenant agrees that the decisions or actions carried out under their house Constitution are actions of the Tenants amongst themselves and do not constitute actions or decisions of the Owner or Landlord, including actions by Owner carried out by written request of a majority of Tenants. The landlord/tenant relationship between Owner and the removed Tenant shall remain subject to Landlord/Tenant law.



29. SUMMARY (AND RECEIPT) OF FUNDS RECEIVED:

Item	Charge	Payment Received	Remaining Owing	Due Date for Unpaid Amounts
First month's Rent	\$660*N	\$0	\$	February 1, 2020
Last Month's Rent	\$0	\$0	\$0	N/A
Administrative Fee	\$0	\$0	\$0	
Deposit (existing) (New residents)	\$566.67*2 \$660*N	\$1133.33	\$	at most 6 installments with the rent
Pet Deposit	\$330	\$165	\$0	
Other Payments (reimbursement for background/credit checks)	\$16*4	\$0	\$64	March 1, 2017
<b>Total:</b>	<b>\$7534</b>	<b>\$1633.33</b>	<b>\$5900.67</b>	

29. ELECTRONIC ACCEPTANCE OF DISCLOSURES: By initialing below and then signing this lease, Resident agrees and fully understands that the disclosures listed below are offered to be presented, reviewed, and explained to Resident and Resident voluntarily opts to have them delivered digitally via electronic mail. If, in the future, Resident requires a paper-based or emailed copy of either of these disclosures, Resident understands a copy of each will be delivered upon request.

Resident(s) to initial:

\_\_\_\_\_ Move-in/Move-out Property Condition Checklist  
 \_\_\_\_\_ "Got Mold" Pamphlet  
 \_\_\_\_\_ EPA Brochure: Lead Based Paint  
 \_\_\_\_\_ The Law of Real Estate Agency  
 \_\_\_\_\_ Seattle Landlord-Tenant Laws

IN WITNESS WHEREOF, the parties hereby execute this Agreement effective the day and year first above written.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Owner or Owner's Agent	_____ Date		

Attachments:

- Move-in/Move-out Property Condition Checklist  
(Next page.)
- EPA Brochure: Lead Based Paint:  
<http://scrantonveatch.com/lead.pdf>
- Mold Pamphlet:  
<http://tomveatch.com/re/moldguide12.pdf>
- The Law of Real Estate Agency:  
<http://tomveatch.com/re/Law+of+Real+Estate+Agency+Pamphlet+-+Revised+7.13.pdf>
- Seattle Landlord-Tenant Laws:  
<https://www.seattle.gov/DPD/Publications/CAM/cam604.pdf>
- House Constitution  
<http://rentalcohousing.org/InternalConstitution.html>
- Pet Agreement  
<http://tomveatch.com/re/PetAddendum.pdf>

# Move-in/Move-out Property Condition Checklist:

The condition and cleanliness of or existing damages to the dwelling unit at the time of occupancy including damages to the premises and furnishings are fairly described as follows:

Walls:

Floors:

Countertops:

Carpets:

Drapes/Blinds:

Furniture:

Appliances.

As here agreed by Owner and Resident(s) for themselves and their duly substituted successors.

\_\_\_\_\_  
Resident    Date

\_\_\_\_\_  
Resident    Date

\_\_\_\_\_  
Resident    Date

\_\_\_\_\_  
Resident    Date

\_\_\_\_\_  
Resident    Date

\_\_\_\_\_  
Resident    Date

\_\_\_\_\_  
Owner or Owner's Agent                          Date