

## WASHINGTON STATE APARTMENT LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_  
(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  
\_\_\_\_\_, Apt. \_\_\_\_\_, in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of Washington (the "Premises"). The Premises may be a portion of an apartment complex or  
other larger parcel of land and, if so, the larger parcel shall be referred to herein as the Property.

1. TERM: The term of this Agreement shall be (check one):

- a) \_\_\_\_\_ a month-to-month tenancy beginning \_\_\_\_\_; OR
  - b) \_\_\_\_\_ a Lease for a term of \_\_\_\_\_ months beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.
- If a Lease for a term greater than one year, have all signatures notarized and attach a legal description of the Property.

If Paragraph 1(b) is checked above, Check One of the Following:

- c) \_\_\_\_\_ Upon expiration of the above-stated initial term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Owner upon thirty days' written notice, OR
- d) \_\_\_\_\_ 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.

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

MONTHLY PREMISES RENT	
MONTHLY PARKING SPACE RENT	
MONTHLY STORAGE LOCKER RENT	
OTHER MONTHLY CHARGES (SPECIFY)	
TOTAL RENT	

The total amount set forth above is payable in advance by the \_\_\_\_\_ day of each and every month during said term to Owner at \_\_\_\_\_, Washington \_\_\_\_\_, or any such other place that the Owner may from time to time designate. 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, and past due rent, and current rent. At any time during a month to month tenancy, rent may be increased on 30 days written notice, except for housing cost increases for properties within the Seattle city limits where the increase exceeds 10% annually, which shall require 60 days' written notice.

Rent received on or after the \_\_\_\_\_ day of each month shall result in assessment against Resident of a \$\_\_\_\_\_ late payment charge plus \$\_\_\_\_\_ 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. 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 \$\_\_\_\_\_ returned check fee. Should Resident submit a check that is dishonored or returned for insufficient funds, or should Resident offer payment to cure any default such as following receipt of a Pay or Vacate Notice, Resident shall make such payment by cash, cashier's check or money order. If Resident gives Owner two checks that are returned for non-payment, all future payments by Resident shall be made by cash, cashier's check or money order. Notwithstanding the foregoing, Owner may issue a Three Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent Owner shall give a statutory Three (3) 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 \$\_\_\_\_\_ for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

3. DEPOSIT: Resident agrees to pay the sum of \$\_\_\_\_\_ as a deposit 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 \_\_\_\_\_ Bank, whose address is \_\_\_\_\_. 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. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner' 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 are 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 \$\_\_\_\_\_ per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost.
- f) 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 all Resident(s) with a single check at their last known address (or such other single address as they provide for that purpose) within 14 days of vacancy of the Premises, and they shall apportion any refund among themselves.

4. NON-REFUNDABLE CHARGES AND/OR PROCESSING FEES: Resident agrees to pay the sum of \$\_\_\_\_\_ (insert zero if this paragraph is inapplicable), as a non-refundable charge which shall be used for \_\_\_\_\_ (identify what the fee covers – be specific), which sum shall not be refunded under any circumstances. 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 \$\_\_\_\_\_. 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.

6. APPLICATIONS AND SCREENING FEES: Application and/or screening fees paid prior to commencement of tenancy in the amount of \$\_\_\_\_\_ 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 pleaded 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 Owner may take legal action to terminate this Agreement in such case.

7. TERMINATION OF TENANCIES: Unless paragraph 1(d) governs this Agreement, 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.

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. 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 of carpeting or padding.

9. AFTER-HOURS LOCKOUT CLAUSE: If Tenants misplace keys to the rented premises, Tenants are to contact a locksmith to allow entry at their own expense. 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. SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION:**

It is the responsibility of Resident to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply with the provisions of paragraph 10 can be fined up to \$200.00 in accordance with RCW 43.44.110/WAC 212.10.050. Resident's initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement. Resident to Initial: \_\_\_\_\_.

The above described smoke detection device(s) are: (check one)  Hard-wired  Battery operated. Tenant's initials acknowledge receipt: \_\_\_\_\_.

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

- a) The subject property (check one)  does  does not have a fire sprinkler system.
- b) The subject property (check one)  does  does not have a fire alarm system.
- c) The subject property (check one)  does  does not have a smoking policy. The smoking policy, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.
- d) The subject property (check one)  does  does not have an emergency **notification** plan for its occupants. The emergency notification plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.
- e) The subject property (check one)  does  does not have an emergency **relocation** plan. The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.
- f) The subject property (check one)  does  does not have an emergency **evacuation** plan. The emergency evacuation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.

11. 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 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):

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

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 there to 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.

12. UTILITY CHARGES: Resident agrees to establish use, maintain and pay without delinquency the following utilities used in or charged to the Premises during this tenancy:  electricity  garbage  sewer  water  natural gas/oil and  other (describe) \_\_\_\_\_.

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 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.

14. PETS AND ANIMALS: 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, other than: \_\_\_\_\_.

15. ATTORNEYS FEES/VENUE AND JURISDICTION: 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.

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 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.

17. WATER-HEATER: PURSUANT TO RCW 19.27A.060, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water 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.

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.

19. RENTAL PREMISES, STORAGE AND PARKING: The Premises consist of the interior of the apartment. Regardless of whether they are assigned for Resident's use, all exterior access ways, decks, planting areas, patios, parking and storage spaces are common areas of the Property and are not part of the Premises. Whenever Owner assigns such areas for Resident's use, said usage is a license to use in common with Owner. Resident is licensed to use parking space \_\_\_\_\_ and storage locker \_\_\_\_\_. All Resident's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). Regardless of whether the Premises are an apartment or single family home, Resident recognizes that his/her storage of any personal property on the Premises is at his/her own risk. Resident hereby recognizes that Owner and agent are not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Landlord's control.

20. 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. Know Your Neighbors. In conformance with State Law, you are hereby notified that 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. In Washington State these can be viewed by you at <http://ml.waspc.org/>.

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.

20. TRAMPOLINES/ATTRACTIVE FEATURES: Tenant's 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 tenants possession shall be stored in such a way that they cannot be used. Tenant agrees to have items dismantled in a non-working condition.

21. RENTERS INSURANCE: Resident is responsible for all damage caused to 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.

Renter's insurance is required. Resident agrees to obtain insurance protecting the Premises from loss or damage caused by Resident/ Guest or Resident's/Guest's negligence and understands that any insurance that Owner maintains is not for the benefit of Resident. A minimum of \_\_\_\_\_ dollars of liability coverage needs to be obtained.

Renter's insurance is not required. However, it is recommended that Resident obtain renter's insurance to protect Resident's personal property and to cover Resident's liability for Resident's or its guest's negligence.

22. LIENS AND SALES: Owner may encumber the premises by mortgages, deeds of trust or other financing instruments, and any such instrument so given shall be superior to the rights of resident herein. Foreclosure of any such instrument shall not constitute a constructive eviction of resident and resident agrees to attorn to the purchaser at any such foreclosure or sale as if this Agreement was between resident and such purchaser directly. Any sale of the Premises or of the building of which the premises are a part shall not affect this Agreement or any of the obligations of resident hereunder, but upon such sale, the prior owner of the Property shall be released from all obligations hereunder and resident shall look solely to the then owner of the Property for the performance of Owner's duties hereunder after the date of such sale.

23. 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 Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Resident states that he or she is of legal age to enter into this Agreement. Time is of the essence of this Agreement.

24. RESIDENT'S OBLIGATIONS: Resident agrees as follows:

- a) To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible and to provide proof of payment.
- b) To execute all revised rental agreements upon request;
- c) To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises;
- d) Not to do or keep anything in or about the premises that will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule;
- e) 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 unreasonable amounts of flammable materials, asbestos, petroleum and petroleum by-products, old batteries, or paint on the premises or Property.
- f) 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, 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 repair at Resident's expense any damage to the premises caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs;
- g) Except in cases of emergency or abandonment 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.
- h) To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy;
- i) Resident understands that this tenancy shall terminate at \_\_\_\_\_ a.m.  p.m.  on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour;
- j) Not to install a waterbed or satellite dish 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 that may be caused thereby;
- k) 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, cables or aerials for radio or television purposes on the roof or other parts of the building 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 and the Property. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork. Tenants may install satellite dishes only where consistent with our Addendum Regarding Installation of Satellite Dishes.
- l) To notify Owner immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc.; To take all reasonable precautions to prevent the presence of mold or mildew in the Premises, such 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.
- m) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; to refrain from use of the Premises or Property 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 Property or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- n) Not to hold garage, yard or other sales on the Premises or Property, nor to give lessons or tutoring or to have guests visit for any commercial purpose without Owner's written consent;
- o) Not to permit any person to occupy the Premises other than those persons identified in paragraph 10. Guests of Resident staying a maximum of \_\_\_\_\_ days are permitted within any given \_\_\_\_\_ week period and do not require authorization by

- Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$\_\_\_\_\_.
- p) If applicable, the laundry room shall be cleaned by resident after each use. Laundry facilities shall not be used by non-Residents or for commercial purposes. The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles.
  - q) Not to throw anything from windows and/or balconies;
  - r) Not to store bicycles or other personal effects in common areas such as halls, stairways, elevators, laundry-rooms, public areas, or areas of the dwelling such as decks or hallways which are open to public view, unless such item has been specifically approved by Owner; to use common areas such as yards, play or garden areas in common with other residents and to have due regard for the joint use nature of such areas by removing all chairs, toys or other garden equipment after use and in all cases to remove such items by the end of each day.
  - s) Except as otherwise permitted by law, to display no signs or placards on or about the Premises or Property that are visible to the public;
  - t) Resident, family and guests shall have due regard for the peace and enjoyment of other Residents in the Building. The level of noise created by any Resident, within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other Resident's unit between the hours of \_\_\_\_\_ and \_\_\_\_\_;
  - u) To keep the Premises and Common areas such as parking spaces, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.
  - v) To conform to the rules and regulations adopted by Owner that supplement this Agreement, as the same may be amended by Owner upon 30 days' written notice. Nothing herein shall be interpreted as authorizing Landlord to increase the rent unless the effective date thereof is at the conclusion of a term lease or as otherwise provided on 30 days' notice pursuant to RCW59.18.140.
  - w) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Owner proof upon request.
  - x) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises;
  - y) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
  - z) To notify and deliver to management any legal notice received from any person or governmental agency that relates to the Property.
  - aa) Resident shall reimburse Owner promptly 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. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident is not a waiver thereof; and Owner may demand the same at any time.
  - bb) To comply with any trespass admonishments issued by Owner. To ensure the safety of all residents and their authorized guests, Owner expressly reserves the right to exclude persons who are not authorized residents (as set forth in paragraph 11) from the Premises, including all common areas, parking areas and hallways. Residents and their guests may not invite or allow anyone who has previously received a trespass admonishment onto the Premises for any reason. A Resident (or guest of a Resident) who knowingly invites or allows a previously admonished person onto the Premises without the written authorization of the Owner or Owner's agent shall be deemed to have materially violated the terms of this Agreement. In addition to any other lawful basis, Owner may issue a trespass admonishment to exclude from the Premises or Property any person, whether a Resident, occupant, invitee or other third party, who refuses to promptly show photo identification upon request by Owner or an authorized representative of Owner, or who refuses to identify him or herself as a resident, occupant, or guest of a specific resident. Resident shall be personally liable for the acts of any guests who Resident invites onto the Premises or Property.
  - cc) Resident recognizes that all appliances other than built-ins, such as refrigerator, stove, washer and dryer, are for their convenience only. Resident therefore agrees to maintain those appliances at his/her own cost and to make any repairs that are necessary and to leave the same in good working order upon vacating. Owner at his/her own discretion shall determine if any replacements are necessary.

25. DAMAGE OR DESTRUCTION OF PREMISES/PROPERTY: In the event of damage to the Premises or Property 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 or Property 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 or the Property 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 this Agreement shall terminate effective as of the date of the damage or destruction and Resident shall immediately vacate. In such case, Resident shall pay rent pro-rata through the day Resident vacates the Premises.

26. SUMMARY OF FUNDS RECEIVED AND DUE:

Item	Charge	Payment Received	Balance Owing	Due Date for Unpaid Amounts
First Month's Rent				
Last Month's Rent (if applicable)				
Non-Refundable Fees				
Refundable Security Deposit				
Other Payments (describe)				
Total:				

27. OPTIONAL CLAUSES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

28. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT; RESIDENT'S INITIALS ACKNOWLEDGE RECEIPT

- A. \_\_\_\_\_ Property Condition Report (required whenever a refundable deposit is collected)
- B. \_\_\_\_\_ EPA Brochure: Protect Your Family from Lead in Your Home (mandatory for pre-1978 Properties)
- C. \_\_\_\_\_ Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards (mandatory for pre-1978 Properties)
- D. \_\_\_\_\_ DPD Owner-Resident Law Summaries & Attorney General's Landlord-Tenant Summaries (mandatory for Seattle Properties)
- E. \_\_\_\_\_ Fire Safety and Protection Information Notice (required for all multi-family properties)
- F. \_\_\_\_\_ Department of Health mold handout. (required as of 07/24/2005)

OPTIONAL ADDENDA AND ATTACHMENTS; RESIDENT'S INITIALS ACKNOWLEDGE RECEIPT

- A. \_\_\_\_\_ Crime Free/Drug Free Housing Addendum
- B. \_\_\_\_\_ Pet Addendum
- C. \_\_\_\_\_ Rules and Regulations
- D. \_\_\_\_\_ Utility Sub-metering Agreement
- E. \_\_\_\_\_ Smoke Free Addendum
- F. \_\_\_\_\_ Proof of Renters Insurance
- G. \_\_\_\_\_ If leased premises is within an HOA, Tenant acknowledges receipt of HOA House Rules.
- H. \_\_\_\_\_ Other \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.  
Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Resident