

# RESIDENTIAL RENTAL LEASE AGREEMENT

This Lease Agreement is made between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant)

for rental property located at \_\_\_\_\_ Unit # \_\_\_\_\_ in the City of \_\_\_\_\_

County of \_\_\_\_\_ State of \_\_\_\_\_, on this day of \_\_\_\_\_, 20\_\_\_\_\_.

**1. Lease Term:** The term of this Agreement shall be (check one)

\_\_\_\_\_ a lease for a term of \_\_\_\_\_ months starting \_\_\_\_\_, 20\_\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ a month to month tenancy starting \_\_\_\_\_, 20\_\_\_\_\_

**IF THIS AGREEMENT IS A LEASE, CHECK ONE OF THE FOLLOWING:**

\_\_\_\_\_ At the expiration of this initial 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 the Landlord upon a thirty (30) day's written notice OR

\_\_\_\_\_ At the expiration of the above-stated initial term of Lease, all Tenant's rights to occupy the premises shall cease without right to extend the term thereof.

**2. Rent.** The Rent is payable in advance, and must be received by Landlord at (address) \_\_\_\_\_ or any other address Landlord so instructs, on or before the \_\_\_\_\_ day of the month and in the amount of \$ \_\_\_\_\_. Any unpaid rent not received by the due date will termed Delinquent and Past Due.

If any rent is not received by the \_\_\_\_\_ day of the month, Tenant agrees to pay the Late Charge of \$ \_\_\_\_\_ plus each additional day there will be a charge of \$ \_\_\_\_\_ until paid as rent remains delinquent. The late Rent payment must be paid at the same time as all other charges. Tenant agrees to pay a charge of \$25.00 for each NSF check given by Tenant to Landlord. Landlord shall have no obligation to re-deposit any check returned NSF. In addition to the foregoing, Landlord may elect to terminate this Lease for nonpayment of rent. Tenant shall pay all late fee's, NSF check charges, and late Rent within three (30) days of being notified by Landlord. After either Late Payment or NSF check is received, Landlord can request all further payments be made in cash or money order. If for reason of non-payment of rent Landlord shall give a statutory "Three Day Notice to Pay or Quit", or if Landlord Shall lawfully issue any other notice permitted pursuant to RCW 59.12 or RCW 59.18, Tenant agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$ \_\_\_\_\_ for preparing and giving said notice, which shall be paid by the deadline for compliance with the Notice. Payments are posted first to late fees, then to past due fee charges, then to current fees and charges due now and lastly to rent.

**3. Security Deposit:** A Security Deposit shall be paid by Tenant in the amount of \$ \_\_\_\_\_ as a deposit for all purposes, including damage, cleaning, late payment fees, unpaid rent, utilities, keys and any other charges. Security Deposit shall be deposited in the Landlord's Trust Account with \_\_\_\_\_ Bank, whose address is \_\_\_\_\_. Tenant shall within ten (10) days of notification by the Landlord that the Security Account balance is less than the original deposit, remit said shortfall to Landlords Trust account. This deposit does not limit Landlord's rights or Tenant's obligations hereunder. A written Move-in/move-out Inspection Agreement describing the condition and cleanliness of and any damage to the Property and furnishings will be signed by the Landlord and Tenant upon commencement of tenancy and a written copy given to Tenant.

Within fourteen (14) day's after termination of this tenancy and vacating the property, Landlord will give Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, addressed as Tenant directs or in the absence thereof, to Tenant's last known address. If the deposit is insufficient to reimburse Landlord for such damages and cleaning, Tenant agrees to pay any deficiency on demand.

**4. Termination.** Rent will be continued to be charged until all keys have been surrendered and tenant has vacated the property. Tenant must vacate the Property and surrender possession on the last day of the Lease term, or they will be liable for continued rent payments. If Tenant intends to vacate at the end of the Lease Term, then a Notice of Intent to Vacate must be given to Landlord, in writing, at least twenty (20) days before the end of the Lease Term. Failure to provide Notice of Intent to Vacate will result in a Penalty 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 Landlord in writing.

If Tenant vacates prior to the expiration of the Lease Term, the entire Security Deposit shall be forfeited and in addition Tenant shall be obligated for the rental payments for the remainder of the Lease term, or until the Property has been re-rented, whichever is less, plus any difference in the rent for the period remaining on the Lease. Tenant shall also be responsible for any cost to re-rent the property including but not limited to advertising, utilities changes, etc.

For Month-to-Month agreements, Landlord and Tenant may terminate this Agreement upon a written noticed received by the other at least twenty (20) days prior to any day on which rent is due. If not received at least twenty (20) days in advance payment will carry over to the following rent day the next month.

**5. Utility Charges:** Tenant shall pay all utilities, including but not limited to garbage, sewer, water, gas, natural gas, oil, cable television, phone, electricity, and any other used in or charged against the premises during the term of this agreement except as listed as follows: \_\_\_\_\_. At the end of the Lease Term the Tenant shall provide proof of receipt that all utilities owed have been paid. If no such evidence is provided then Landlord may retain portions of the Security Deposit until evidence is shown that all payments are made and no monies are owed for said utility to the property.

**6. Damage:** Tenant has inspected the property with the Landlord and completed the Move-in Statement and acknowledges that the property is in good condition. Tenant shall maintain the premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor covering and all personal property provided by the Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Any exceptions regarding the condition of the tenancy at the commencement hereof are noticed on the attached Property Condition report, which will be used to determine the refund of the

deposit at the end of the Lease Term. Any omission on the Property Condition Report must be reported to the Landlord within three (3) days after occupancy of the Premises.

RCW 48.40.140/WAC 212.10.050 states it is the responsibility of the Tenant to maintain all smoke detectors in operating condition. Tenant has been provided with operable smoke detector device(s), the maintenance of which shall be the Tenant's responsibility, including replacement of batteries. Any Tenant failing to comply can be fined up to \$200.00 in accordance with the law.

**7. Occupancy/Subletting:** Tenant shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers without the prior consent of the Landlord. Tenant shall not use the premises for business purposes unless authorized by the Landlord in writing. All changes in occupancy require written approval of Landlord. If marital status changes during Lease Term, a new rental Agreement will need to be completed by all occupants.

**8. Guests:** Tenant agrees to be fully responsible for the safety, actions and activities of their household member and guests. Guests staying longer than fourteen (14) days must have written permission to stay from Landlord. Depending on the length of stay, guests may need to complete a Rental application, pay a screening fee, pass our screening process, and sign a Roommate Agreement Addendum and or Lease Agreement.

**9. Pets:** Tenants shall not retain pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises nor allow visitors or guest to do so without Landlord's prior written consent, other than the following exceptions \_\_\_\_\_

**10. Storage:** Tenant agrees not to store any Hazardous material on the premises or property at any time. If Tenant elects to store personal property on the premises, Tenant recognizes that he or she does so at their own risk, and hereby releases Landlord and agent from any and all claims for damages arising out of the loss or damage to goods in storage for whatever reasons. Only bikes, BBQ equipment, outdoor table and chairs are allowed on decks and patios. Potted plants and planter boxes may not sit directly on the deck or patio surfaces. No signs, ash trays, footwear, personal belongings or trash may be stored outside front doors, on decks or patios, sidewalks, or in halls, stairways, laundry rooms or other public areas.

#### **11. Tenant Obligations:**

**A.** Tenant shall comply with all Rules as adopted by the Landlord. To conform to the rules and regulations adopted by Landlord which supplements this agreement, including pool and/or recreation facility rules. Modification by Landlord can be made with thirty (30) day notice. Failure to abide by the rules will constitute default upon this Agreement.

**B.** Tenant to pay rent and other charges promptly when due or assessed, including utilities for which Tenant is responsible. Proof of payments may be requested by Landlord.

**C.** To comply with all laws, ordinances, regulations, and the directions of all proper authorities. Tenant shall not use property for any illegal activity or purpose.

**D.** Tenant shall not make any alteration, addition, painting, or improvements to the property, nor change or add additional locks, paint, or add utilities and or dish satellites without prior written consent from Landlord. If consent is given it is understood any additions/improvements will be at the cost of Tenant, and becomes the property of the Landlord after Tenant vacates the property. Tenant is responsible for any damage done from nails, tacks, adhesives on the walls or woodwork.

**E.** No signs or placards may be posted on or about the property.

**F.** Tenant shall keep premises at the correct temperature and humidity to prevent both condensation to prevent mold and mildew and also the freezing and breakage of pipes both inside and outside. Failure to ensure that the plumbing does not freeze will render them liable for any related costs.

**G.** Tenant shall notify Landlord immediately in writing of any necessary repairs or damage to the premises. Tenant are required to report any leaky faucets, running toilets, leaky roofs, etc. to Landlord immediately, otherwise Tenant will be required to pay for damages resulting from same. Tenant are responsible for any broken glass in doors or windows. Tenant acknowledges and agrees that no rent reductions, adjustments or compensation will be due as a result of repairs or interruptions of service except as provided by law. Any damage caused by Tenant or guest controlled by Tenant will be the responsibility of the Tenant to pay for repairs.

**H.** Tenant shall contract for refuse collection services and furnish their own garbage can for pick up. Tenant shall properly dispose of all rubbish, garbage and other waste at a reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant. Tenant shall be responsible for keeping the Property Pest Free during the Tenancy.

**I.** Tenant to permit Landlord/representatives entry into premises at reasonable times after notice has been provided per the Residential Landlord Tenant Act, and permit Landlord to show the premises to prospective Tenants or make repairs. To allow Landlord to display "For Rent" or "For Sale" signs at any time during Tenancy.

**J.** Tenant not to throw anything from windows or balconies. Must keep balconies and decks orderly.

**K.** Tenant will not permit unauthorized occupants on the premises. Tenant may have guest stay a maximum of fourteen (14) days without authorization by the Landlord. When not authorized in writing by Landlord, additional occupants shall be subject to a per day charge of \$\_\_\_\_\_

**M.** The laundry area and its facilities are for washing and drying of the usual personal and household articles. No cleaning with flammable solvents or dyeing of clothes in washing machine is permitted.

**N.** Tenant, family and guest shall have due regard for the peace and enjoyment of other neighbors in the building and neighborhood. The level of noise within any unit, whether it originates from TV's, stereo, conversation, or any other source must be such that it cannot be heard in any adjoining unit.

**O.** Tenant to keep Premises, parking area, patio, deck, storage area, including furnishings, appliances, floor coverings, and window coverings in good order, and in a clean and sanitary condition.

**P.** If there is a lawn then tenant will be responsible to mow and water the lawn and keep the grass, trees, bushes, flowers, and shrubbery in good order and condition, and to keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow, ice and debris.

**Q. Lock Out.** Unless otherwise specified in writing, no unlock service is provided. Tenant will have to call a locksmith if they lock themselves out of the property. In the event the Tenant requires replacement of keys or garage door openers, Tenant agrees to pay an administration fee of \$35.00 to Landlord in addition to the cost of said keys or door openers.

R. Disputes. In the event a dispute, action, suit and/ or proceeding is initiated where either party employs an attorney to enforce any terms of this Agreement, the other party agrees to pay reasonable attorney's fee as provided by law. In the event of a trial, the amount shall be as fixed by the courts. This agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. It is agreed that venue for any legal action brought to enforce the terms of the Agreement shall be in the District or Superior Court with the jurisdiction over the area in which the premises are located. Tenant authorizes Landlord to obtain supplementary credit reports at any time within one year of Tenants' occupancy of the Premises at Landlord's expense.

S. Indemnification and Non-Liability. To the extent permitted by law, Landlord/Owner assumes no liability for injury to Tenant or Tenant's guests or invitees, except to the extent that such liability is the direct result of Landlord/Owner's Gross Negligence. Tenant agrees to accept the Property in its present condition and to hold the Landlord/Owner harmless from any claims or any damages arising out of or resulting from Landlords/Owner's or Tenant's negligence or for any defects in the Property now or hereafter occurring. Tenant agrees that all personal property in the Agreement or stored on the Premises shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any matter for/or on account of any loss or damage sustained by action of any third party, fire, theft, water, or the elements or for loss of any articles from any cause, from said Premises or any other part of said buildings.

12. Destruction of Premises: In the event the Premises are or damaged by fire, water, the elements, or other causes to an extent rendering the same untenable, the term of this agreement shall cease, without liability to either party or to the other for termination of this tenancy, but not affecting any other rights of each.

13. Severability: In the event that one or more of provisions contained in this Agreement shall for any reason be held invalid in any respect, such provision shall be modified to the extent necessary to make it valid and enforceable and the invalidity shall not affect any other provision of this Agreement, the balance of which shall be construed as if such invalid provision had never been contained herein.

14. Entire Agreement. This Agreement, together with any written and signed addenda hereto, constitutes the entire Agreement between the parties. Any changes or modifications must be in writing and signed by the parties. This Agreement shall be binding upon the parties, their heirs, administrators, executors, and successors and assigns. Any provision of this Agreement found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining valid and in effect.

15. DISCLOSURES AND ADDENDUMS ARE PART OF THIS AGREEMENT: TENANT ACKNOWLEDGES RECEIPT OF THE SAME: \_\_\_\_\_ *INITIAL*  
\_\_\_\_ MOVE IN REPORT \_\_\_\_\_ EPA BROCHURE PROTECT YOUR FAMILY FROM LEAD BASED PAINT \_\_\_\_\_ PET ADDENDUM \_\_\_\_\_ RULES AND REGULATIONS  
\_\_\_\_ DISCLOSURE OF INFORMATION ON LEAD BASED PAIN AND OR LEAD BASED PAINT HAZARDS  
\_\_\_\_ OTHER \_\_\_\_\_

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

\_\_\_\_\_  
Landlord /Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**Summary of Funds Received**

Item	Charge	Payment	Balance
First Month's Rent	\$	\$	\$
Last Month's Rent	\$	\$	\$
Non-Refundable Fee's	\$	\$	\$
Refundable Security Deposit	\$	\$	\$
Other Charges	\$	\$	\$
<b>Total:</b>	\$	\$	\$

Tenant Initial: \_\_\_\_\_ : \_\_\_\_\_ :

Date: \_\_\_\_\_

Landlord Int: \_\_\_\_\_ : \_\_\_\_\_ :

Date: \_\_\_\_\_