

RESIDENTIAL RENTAL AGREEMENT

Dated _____

1. Parties and date. The date stated above in the caption is for identification purposes only and may be different from the actual date of signatures. The parties to this agreement are:

1.1 The identity of the Lessor (landlord) is _____

1.2 The address of Lessor is _____

1.3 The identity of Lessee (Tenant) is (name all if more than one; include all adults who will be co-tenants): _____

All lessees and tenants are referred to together in this agreement as "lessee," and each lessee is jointly and severally responsible for the obligations of lessee in this agreement. No adults other than those identified in this paragraph are permitted to reside in the property. A person occupying the property substantially as a living or sleeping place for more than 10 days in any month is presumed to be residing in the property.

1.4 Identities of children who will be occupying the property: _____

2. Address of Property. The rental property is the following: _____

3. Term of Rental Agreement.

a. Term. Lessor leases to lessee the property for the term beginning and ending as described below. This rental agreement terminates at 11:59:59 p.m.(midnight), U.S. Pacific Time, on the ending date described below. (If this is a month-to-month rental agreement, so state in the "ending date" blank below).

Beginning date: _____ Ending date: _____

b. Hold-over tenancy: If, at the termination of the agreement, the lessee remains in possession with consent of the lessor after the termination, and if the lessee pays rent accepted by the lessor during such possession, this agreement shall be deemed converted to a month-to-month rental without further action by either lessor or lessee. The conversion of this rental agreement to a month-to-month tenancy after the ending date is not automatic. The lessee cannot remain in the property beyond the termination of this rental agreement unless the lessor has given specific written consent, or unless the lessor accepts rent after the termination. Unless the lessor has given specific written consent to continue the tenancy on a month-to-month basis, the lessee must vacate by the termination date and time; without such written consent from the lessor, the lessee bears the risk of eviction if the lessor does not accept further rent. Among other things, the lessor may require, as a condition of consent, that the lessee pay rent in advance for the holdover tenancy, or make an additional security deposit. If the tenancy becomes a month-to-month rental, all security deposits shall remain on deposit with lessor until the tenancy is terminated; other terms of this agreement shall also remain in effect, subject to change after notice as provided in the Residential Landlord-Tenant Act of 1973 as amended. If this agreement is, or becomes, a month-to-month agreement, or if the term is

indefinite, either party may terminate the tenancy by giving at least 20 days' written notice of termination before the next rent is due. For example, notice of termination must be given not later than the 10th day of a 30-day month, and not later than the 11th day of a 31-day month, to terminate the agreement at the end of that month. Termination of the tenancy will not be effective unless sufficient notice has been given as provided above.

c. **Lessor's inability to deliver possession on beginning date.** If the lessor, despite reasonable diligence, cannot deliver possession of the property to the lessee on the commencement date of this agreement because of a prior tenant's failure or refusal to move out in time to prepare the property for occupancy, or because of damage or destruction which makes the property impracticable for occupancy, the landlord shall not be liable for lessee's inconvenience, cost, expense, consequential damages, or cost of substitute tenancy or temporary housing. The lessee may elect to rescind this agreement and receive full refund of any security deposit or prepaid rent, and such election is the lessee's exclusive remedy. The lessee shall communicate such election to the lessor not later than the third day after the commencement date of this agreement, or else the lessee shall have waived any objection to the lessor's failure to deliver possession on time. If lessee accepts possession late, the rent obligation will be abated on a pro-rata basis.

4. **Rent.** Lessee agrees to pay rent to lessor in the amount of \$_____ on the first day of each month in advance for that month's occupancy. The place of payment will be the lessor's address identified in paragraph 1.2 above, unless the lessor specifies otherwise in a written notice to the lessee. **Late payment charge: There is no "grace period" in this agreement.** If payment is late, lessee shall pay \$5.00 for each day after the first of the month until the payment is made. The late payment charge shall not be deemed a policy by lessor of acquiescing in late payments. The late payment charge shall be deemed an item of additional rent and part of the rent due for the premises. If any rent payment check is dishonored by the drawee bank, the lessee, in addition to paying late payment charges until the payment is made, shall pay all further rent payments by cashier's check or money order. In addition, the lessee shall pay to lessor the amount of \$30.00 for any check which is dishonored or returned unpaid by the drawee institution for any reason.

5. **Utilities.** Lessee shall pay for garbage removal, electric power and heat, heating oil, water service, sewer service, natural gas power and heat, and telephone service supplied to the property, **except the following utilities which will be paid by lessor (if any):**_____. If the property is a single-family detached dwelling, the lessee will provide his own trash and garbage containers. The lessee shall have a duty to furnish to lessor, at lessor's request from time to time, proof of lessee's payment of the utilities which are lessee's responsibility under this paragraph.

6. **No subletting.** Lessee agrees not to sublet or assign this agreement or any part of this agreement without the prior written consent of the lessor. The lessor is not under a duty to agree to a subletting or an assignment, and may withhold consent for any reason or no reason.

7. **Lessee's duties.** Lessee shall:
a. Pay rent when due;
b. Pay when due all utility charges which are the lessee's responsibility under paragraph 5 above;
c. Maintain the property in a clean and sanitary condition;
d. Properly use and operate electrical, gas, heating, plumbing and other appliances and utility fixtures in the property;
e. Properly dispose of garbage, rubbish, and waste, in a clean and sanitary manner at reasonable and regular intervals and pay for extermination or fumigation against pests (such as infestations of rodents, insects, or other animals) which are due to lessee's acts, neglects, errors, or omissions. If the property is a single-family residence, the lessor shall not be required to control infestation during the tenancy. If the property is a single family residence, lessee shall furnish containers for the removal of garbage, rubbish, and waste. Lessee shall properly dispose of toxic and hazardous substances such as gasoline, fuels, solvents, fertilizers, pesticides, petrochemicals, batteries, acids, paints and similar substances and not release or leave any such substances on the property or in nearby properties or drainage or sewer systems;

f. Not intentionally or negligently cause damage to, deface, destroy, impair, or remove any part of the property or any appliances or fixtures on the property. The lessee's duty to refrain from damaging the property includes the duty to repair any such damage promptly, including but not limited to the repair of damage to glass and screens, and not to wait until the tenancy terminates. The lessee is also responsible under this paragraph for damage to the property caused by lessee's guests;

g. Not cause nuisance, waste, destruction, or deterioration of the property;

h. Not engage in or allow illegal drug activity on the property;

i. **Maintain all smoke alarms** on the property. The lessee shall assure that the smoke alarms are always functioning and supplied with fresh batteries. The lessee has a duty to furnish proof to the lessor that the smoke alarms are functioning, upon request by lessor from time to time;

j. Not engage in any activity that is imminently hazardous to the physical safety of other persons on the property or in neighboring property. This duty to refrain from hazardous activity includes, but is not necessarily limited to, the duty to refrain from physical assaults and unlawful use of firearms or other deadly weapons;

k. Upon termination of the tenancy, restore the premises to their initial condition except for reasonable wear and tear;

l. Conform to rules of conduct promulgated by the lessor as authorized by the Residential Landlord-Tenant Act of 1973 as amended;

m. Refrain from playing music or causing or permitting other sounds or activities which disturb other tenants in neighboring or nearby properties.

n. **Renter's Insurance.** The lessee shall procure and keep in force a policy of renter's insurance insuring the lessee, and the lessor as an additional insured, against loss from damage to lessee's property and the property of lessee's family, guests, and invitees, including but not limited to loss from fire, theft, burglary, mysterious disappearance, smoke, firefighting measures, or electrical damage, damage from water leaking or escaping from pipes, drainage systems, roofs, or gutters, damage from water by flooding, damage or loss from hail or windstorm, damage or loss from freezing, and liability for personal injury to the lessee, lessee's family, and lessee's guests and invitees where such personal injury is attributable to the acts, neglects, errors, or omissions of lessee. Lessee shall furnish to lessor from time to time proof of such insurance upon lessor's request.

o. **Care of yard and building.** If the property is a single family detached residence, or a duplex in which the lessee has exclusive use of a yard, the lessee shall maintain the yard and grounds, including removal of snow and ice from sidewalks and driveways, removal of debris, watering, weed control, pest control, clipping, mowing, and pruning of trees, grass, plants, and shrubs so as to keep the yard in an attractive and healthy condition. Lessee shall furnish the tools, hoses, mowers, equipment, and supplies for this purpose. Lessee shall keep the sidewalks free of obstructions and hazards. Lessee shall keep the roof clean and the gutters and downspouts clear. Lessee shall take precautions to prevent water and waste pipes from freezing or clogging. The lessee shall discharge the duties of this paragraph at lessee's expense. Lessee will assume the cost of damages arising from failure to carry out the duties in this paragraph.

p. **Return keys.** At the termination of tenancy, lessee shall return all keys to the lessor. Lessee shall be deemed to remain in possession of the property until the keys are returned to lessor, unless the lessee has abandoned the property;

q. **Use of the property.** Lessee will use the property only as a personal residence and not for any business purpose or illegal purpose. Lessee will not use or permit the use of the property in contravention of any state, county, or municipal statutes, regulations, or ordinances.

r. **Report problems.** Lessee shall notify lessor of all damages and defects known to or discovered by lessee, whether occurring before or during the lessee's tenancy. Such notification by lessee does not necessarily obligate the lessor to repair the damage or defect; the notification is for the lessor's information only. Lessor's obligation to repair is as stated in the Washington Residential Landlord-Tenant Act of 1973, as amended, and nothing in this agreement shall be construed to enlarge the lessor's duty of repair or maintenance.

s. **No water beds or aquariums.** Lessee shall not use or keep any water bed or aquarium on or in the property (unless stored only, completely drained)

8. **No changing locks.** Unless the lessee has first obtained the lessor's written permission, the lessee shall not change or re-key the locks to any doors on the property.

Upon termination of tenancy, lessee shall deliver to lessor all keys to all locks for the property.

9. **Credit or deductions in rent for labor or materials by lessee.** Unless the lessor has expressly agreed in writing, or unless otherwise required of the lessor by the Residential Landlord-Tenant Act of 1973, the lessee shall not offset rent, reduce rent payments, or claim a credit against rent for lessee's actual or imputed costs of labor or materials for repairs, maintenance, alterations, improvements, or other work done to the property; and lessor shall not be obligated to compensate or reimburse lessee for any such costs or charges.

10. **No alterations, improvements, additions, painting, or signs without permission; additions become lessor's property.** Lessee shall make no alterations, improvements, or additions to the property without lessor's express written permission. If any such alterations, improvements, or additions are made by lessee, they shall be at lessee's sole expense. Lessee shall not wallpaper, re-wallpaper, paint or repaint the property without the lessor's express written permission; provided, however, that if repainting the property at the termination of the lessee's tenancy becomes the lessee's responsibility, lessee shall pay the cost of such repainting. Lessee shall not erect or display signs or placards outside the rental unit. Unless otherwise expressly agreed in writing by lessor, all alterations, improvements, additions, antennas, cables, fences, landscaping, and fixtures now existing on the property or added by lessee become lessor's property shall remain with the property upon the termination of lessee's tenancy.

11. **Hanging pictures; nails and screws.** Lessee may hang pictures or other wall hangings, but nails and fasteners must be as small and nondestructive as possible. Ceiling hangings are not permitted. Lessee shall not use toggle bolts or similar fasteners which cause large holes. Lessee is responsible for filling and patching all holes. If a filled or patched hole is conspicuous, the lessee shall be responsible for lessor's cost of repairing and repainting the walls and, if applicable, ceilings.

12. **Pets.** The lessee is permitted to keep the following pets in and about the property (if none, so state): _____. If lessee keeps one or more pets, lessee shall pay to lessor a **nonrefundable** pet charge in the one-time amount of \$_____ which is additional consideration for this agreement. This pet charge is not intended to be the lessor's sole or exclusive compensation for damage which may be attributable to the pet. The pet charge is in addition to any amounts which the lessee may become obligated to pay for damage or repairs, whether paid from the lessee's security deposit or otherwise, and whether or nor such damage or repairs are attributable to the pet. The pet charge is only a partial recovery by lessor for damage, deterioration, and depreciation which the lessor may expect to occur to the property as a result of the keeping of a pet on the property. Lessor may, in addition to the nonrefundable pet charge, require the lessee's security deposit to be increased. Unless the lessor shall have expressed written consent to the lessee, in this instrument or otherwise, to the keeping of a pet, the lessee may not keep any animals on the property.

13. **No waiver of breach.** If the lessor acquiesces in any breach of this agreement or default by lessee, or forbears from enforcing lessor's rights and remedies under this agreement, such acquiescence or forbearance shall not be deemed a waiver of any other or subsequent breach or default by lessee, whether of a similar kind or not.

14. **Destruction of property: termination of rental agreement.** If the property becomes so destroyed or damaged by fire, flood, earthquake, other disaster, or otherwise as to be substantially uninhabitable, the lessor may terminate the rental agreement without further liability to the lessee. The lessor is not obligated to restore the property to habitable condition or to compensate lessee for temporary lodging or moving expenses during rebuilding.

15. **Security deposit.**

15.1 **Payment at beginning of tenancy.** Upon the execution of this instrument, and before taking possession of the property, the lessee shall pay to lessor a security deposit in the amount of \$ _____

15.2 **Alternative: Build-up of security deposit by installments.** If the lessor's initials appear here: _____, the security deposit may be built up by lessee in installments in the amount of \$_____ to be paid with rent on the first day of each month, until the deposit reaches the amount of \$_____. The security deposit must, in any event, be fully paid not later than this date:_____.

15.3 **Name and location of bank for security deposit.** This deposit will be maintained by lessor in a trust account at the following financial institution (name and location):_____.

The security deposit will be held to secure all of lessee's obligations under this lease. Refund of all or part of the security deposit to lessee is conditioned as follows: (a) Lessee shall have fully performed his or her or their obligations under this agreement and those pursuant to chapter 59.18, Revised Code of Washington; (b) Lessee shall have occupied the property for the term agreed to above (paragraph 3) without default; (c) Lessee shall have cleaned, repaired, and restored the property and returned possession of the property (including keys) to the lessor in its initial condition at the commencement of this rental agreement except for reasonable wear and tear; (d) Lessee shall have furnished proof that all utility and service charges accruing during lessee's tenancy have been satisfied or discharged. Failure of any of these conditions shall entitle lessor to apply all or part of the security deposit in satisfaction or partial satisfaction of the condition, including but not limited to repair of damage, cleaning charges, delinquent rent, unpaid utilities, replacement of fixtures, screens, appliances, or other personal property, and rental losses for premature termination or abandonment by lessee.

15.4 **Use of security deposit; replenishment.** The lessor in lessor's unrestricted election may apply the security deposit or any part of it to cure or partly cure defaults in rent or other delinquencies, including but not limited to repair of damage, on the part of lessee during or after the tenancy, but lessor is not required to do so. If lessee defaults, lessor may continue to hold the security deposit to secure future performance while seeking other remedies for the default.

15.4.1 The lessor may elect to hold the security deposit until the termination of tenancy and require the lessee to cure any defaults or delinquencies without resort to the security deposit during the tenancy.

15.4.2 If the lessor applies the security deposit or any part of it to cure lessee's defaults or delinquencies during the tenancy, the lessor shall notify the lessee of the amount and purpose of the application. The lessee shall promptly replenish the security deposit so that the balance is restored to at least the amount specified in paragraph 15.1, 15.2, or 15.4.3, whichever are applicable. The amount needed to restore such balance shall be payable not later than the first day of the month following the notice.

15.4.3 **Additional security deposit.** In lessor's unrestricted election in lieu of, or in addition to, enforcing lessor's other remedies, lessor may, but is not required to, forgo other remedies on condition that lessee enlarge the security deposit. By way of illustration only, lessor may require an increased security deposit if the property becomes damaged by lessee or lessee's guests, or if lessee acquires a pet without obtaining lessor's written permission beforehand, or if lessee fails to furnish proof of renter's insurance, or if lessee intends to remain as holdover tenant after termination of the rental agreement with consent of the lessor.

16. **Lessor's duties with respect to other tenants.** If the property is part of a multiple unit rental property, the lessor may have adopted agreements, rules, or policies requiring all tenants to refrain from disturbing each other; such as by abiding by rental clauses identical to or similar to paragraph 7 above. Lessor's adoption of such agreements, rules or policies with other tenants does not impose upon lessor a duty to evict offending tenants or enforce any particular standards of conduct for the benefit of the lessee in this agreement. Lessee shall not be deemed a beneficiary of the lessor's agreements or policies with any other tenants.

17. **Other nonrefundable fees.** In addition to the security deposit (and pet charge, if any) and not as part of the security deposit or pet charge, the lessee shall pay to lessor, as additional consideration for this rental agreement, a nonrefundable fee in the

amount of \$ _____ for the following purpose: _____

18. **Attorney fees.** If the lessor resorts to an attorney or attorneys for enforcement of lessor's rights under this agreement, the lessee agrees to pay all costs, expenses, and attorney's fees, as allowed by law, expended or incurred by lessor by reason of any default or breach by lessee of any of the terms of this agreement.

19. **Access by lessor.** Lessor or lessor's agent may place "for rent" or "for sale" signs in conspicuous places about the property for 30 days before the lessee's termination of tenancy. Lessee shall cooperate in showing the property to prospective tenants, purchasers, lenders, mortgagees, workmen, or contractors. Unless an emergency exists, or notice is impracticable, or otherwise agreed with lessee, lessor shall give two days' notice to lessee before entering for inspection, and one day's notice to lessee before entering to show the property to prospective tenants, purchasers, lenders, mortgagees, workmen, or contractors. Lessee will not unreasonably withhold consent to entry by lessor. Lessor will not abuse the right of access.

20. **Capacity of signers.** All persons signing as lessees to this agreement do so as principals and not as mere guarantors or sureties. All lessees signing are jointly and severally liable for the lessee's obligations under this agreement. Lessor may enforce this agreement against any or all of the persons signing as lessees, at lessor's unrestricted election. Regardless of how the lessees may have agreed among themselves to divide the costs and obligations, the lessor may hold any lessee liable for all costs and obligations under this agreement.

21. **Appliances furnished as convenience.** The following appliances and other personal property are available to the lessee on the property only as the lessee may find them convenient, and the lessor does not warrant their condition or fitness for use and does not furnish them for lessee's use: _____

22. **Storage and parking.** Unless specifically agreed in this agreement or elsewhere in writing, or unless the lessee is paying for rental of a specific storage or parking space, this rental agreement does not include a right to occupy a storage area or parking place. If storage lockers, bins, rooms, or parking spaces are available, lessee may store personal property in such areas designated by lessor. Such storage areas are not part of this rental agreement, however, and lessee's tenancy does not include a right to any storage area. If a storage area is provided to lessee, it is only as a convenience which may be changed, diminished, or withdrawn by the lessor at any time. Lessor may promulgate rules from time to time pertaining to parking or storage, including but not limited to the appearance, location, and nature of property or vehicles to be stored or parked. Personal property shall not be stored on or in decks, porches, common areas, hallways, or walkways in any event.

23. **Other terms, if any:**

Agreed:

Lessor

Lessee

Lessor

Lessee

Lessee

If the tenancy is for more than a year (for example "May 1, 2005 to May 1, 2006" is more than a year; "May 1, 2005 to April 30, 2006" is not more than one year), use the following acknowledgment:

STATE OF WASHINGTON)
)
COUNTY OF _____) ss. ACKNOWLEDGMENT

I certify that on this date: _____, the above lessor named _____
(date) (lessor's name)
who is either personally known to me or who produced satisfactory evidence of identity as the same person referred to in the foregoing instrument, personally came before me and acknowledged that he or she signed the foregoing instrument as his or her free and voluntary act, for the uses and purposes mentioned in the instrument.

Notary Public for the State of Washington
Printed name (if not clear from seal): _____
City of residence: _____
My commission expires (if not clear from seal): _____

(Statement of condition, cleanliness, and existing damage to property is on separate sheet)