

- SEATTLE MULTI-FAMILY -  
**LEASE/RENTAL AGREEMENT & SECURITY DEPOSIT RECEIPT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Owner/ Agent \_\_\_\_\_ (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. \_\_\_\_\_, Zip \_\_\_\_\_ in the City of Seattle, County of King, State of Washington (hereinafter called 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 Section 1.B is checked above, check one of the following:**

- C. Upon expiration of the above-stated term described in Section 1.B, 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 30 days' written notice, except for rent increases which requires 60 days' notice, OR
- D. Upon expiration of the above-stated term described in Section 1.B, 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): _____	\$ _____
Other Monthly Charges (Specify): _____	\$ _____
Other Monthly Charges (Specify): _____	\$ _____
<b>TOTAL AMOUNT OF RENT DUE</b>	<b>\$ _____</b>

The total amount of monthly rent due, which includes the monthly Premises rent, monthly parking space rent, monthly storage locker rent, any other monthly, recurring charges, is considered "Rent" and is payable in advance by the \_\_\_\_\_ day of each and every month (hereinafter called the "Rent Due Date") during said term to Owner at \_\_\_\_\_, WA \_\_\_\_\_, 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 shall apply funds received from Resident first to the current month's unpaid rent (which includes unpaid utilities), past due rent (which includes unpaid utilities), late payment charges, notice fees, and then to any other remaining balances due in the following order: damage, repairs, and miscellaneous charges. At any time during month to month tenancy, rent may be increased on 60 days' written notice.

Rent received more than five (5) days after the Rent Due Date shall result in assessment against Resident of a \$ \_\_\_\_\_ late payment charge plus \$ \_\_\_\_\_ each additional day thereafter that rent has not been paid in full.

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 non-sufficient funds, or should Resident offer payment to cure any default such as following receipt of a Notice to Pay Rent or Vacate, Resident shall make such payment made by cash, cashier's check or money order. If Resident gives Owner a check that is 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 Notice to Pay 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 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 \$ \_\_\_\_\_ for preparing and giving the notice.

- 3. DEPOSIT:** Resident shall pay a Security Deposit in the total amount of \$ \_\_\_\_\_ which has been paid in full will be paid in accord with the Deposit Payment Schedule. In accordance with SMC 7.24.035 (A,B), the combined total of security deposit and non-refundable screening and/or move-in cleaning fees may not exceed the amount of the total first full month's rent. The deposit is for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges and shall be kept in an account with a financial institution (bank or credit union), whose address and name is \_\_\_\_\_, \_\_\_\_\_.
- 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 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's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address in accordance with RCW 59.18.280 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 Section 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 agree that soiling or staining is not wear and tear from normal usage.
  - C. Resident shall surrender all keys and remote control devices 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.
  - G. If Owner charges a non-refundable cleaning fee at commencement of tenancy no further cleaning costs will be assessed for cleaning at move-out.
- 4. NON-REFUNDABLE AND/OR PROCESSING FEES:** Resident shall pay a the sum of (insert zero if this paragraph is inapplicable) \$ \_\_\_\_\_ which has been paid in full will be paid in accord with the Deposit Payment Schedule, 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. In accordance with SMC 7.24.035 (A,B), the combined total of security deposit and non-refundable screening and/or move-in cleaning fees may not exceed the amount of the total first full month's rent. Other than charging non-refundable screening and cleaning fees, security deposits, and last month's rent, landlords are prohibited from charging Residents any one-time fee at the beginning of tenancy. Total non-refundable fees (screening and cleaning fees, only) cannot exceed 10% of the first full month's rent.
- Resident(s) to Initial: \_\_\_\_\_
- 5. PREPAYMENTS:** Resident shall make a prepayment toward last month's rent of \$ \_\_\_\_\_ which has been paid in full will be paid in accord with the Deposit Payment Schedule. 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. In accordance with SMC 7.24.035 (A,B), the combined total of security deposit and non-refundable screening and/or move-in cleaning fees may not exceed the amount of the total first full month's rent. Other than charging non-refundable screening and cleaning fees, security deposits, and last month's rent, landlords are prohibited from charging Residents any one-time fee at the beginning of tenancy. Total non-refundable fees (screening and cleaning fees, only) cannot exceed 10% of the first full month's rent. The amount in excess of 10% may be included in the non-refundable fee but may not exceed the customary costs charged by a screening service in The City of Seattle. Resident authorizes Owner to obtain supplementary credit reports at any time during the Resident's occupancy of the Premises at Owner's expense. 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:** Resident understands that this tenancy shall terminate at \_\_\_\_\_ AM/ \_\_\_\_\_ PM on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour. At any time where the tenancy is one from month-to-month, unless paragraph 1(d) governs this Agreement, any notice of termination given by Resident shall be by written notice of at least twenty (20) days before the end of any monthly rental period. Any notice of termination given by Owner must comply with notice periods and other requirements specified under CW 59.18.200 and SMC 22.206.160(C). Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by Owner in writing. 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 RCW59.18.310 without notice or mutually signed written Early Termination Agreement of the Owner. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310.

**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 keep 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 Checklist, 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 Checklist will be used to determine the refund of security and pet deposits at the end of the tenancy.

**9. AFTER-HOURS LOCKOUT CLAUSE:** In the event that Resident(s) request the Owner to unlock any exterior or interior door for any reason between the hours of \_\_\_\_\_ PM and \_\_\_\_\_ AM, Resident is required to:

Call a locksmith at their own expense.

Call \_\_\_\_\_ for after-hours lockout service. A fee of \$\_\_\_\_\_ will be assessed.

**10. SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION:**

Number of detection devices provided in Premises as required by law (several may be required): \_\_\_\_\_

Smoke detection device(s) are (check all that apply):    Hard-wire    Battery operated

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 this paragraph can be fined up to \$200 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. If battery operated, or unit uses battery backup, resident(s) is responsible for replacing batteries as needed. Resident agrees to test the smoke detector for proper operation once a month and report any malfunctions to the owner/agent in writing. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Residents' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050).

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

- 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 Resident.

Resident'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 Resident.

Resident'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 Resident.

Resident'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 Resident.

Resident's initials acknowledge receipt: \_\_\_\_\_

**11. CARBON MONOXIDE DETECTION DEVICES:**

Number of detection devices provided in Premises as required by law (several may be required): \_\_\_\_\_

The above described carbon monoxide detection device(s) are (check all that apply):    Hard-wired    Battery operated    Plug-in with backup battery.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. The number of required devices is established by law, and in a given property, several may be necessary. Resident shall not tamper with, remove batteries, or otherwise disable or relocate any carbon monoxide detection devices. Resident's initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

It is the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries.

It is not the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries.

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

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

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

**12. 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, including, but not limited to, garage/yard sales and private lessons/tutoring, Airbnb and VRBO. Resident shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Resident shall not assign this Agreement, sub-let the Premises, give accommodations to any roomers or lodgers, or permit the Premises to be used for any purpose other than as the primary full time residence for the following named persons (include all minors):

\_\_\_\_\_

Except as permitted by SMC 7.24.030, changes in occupancy are not permitted without the prior written approval of Owner at the Owner's sole discretion. Resident(s) unilateral change in marital status or member of their living group does not modify or amend this agreement unless Owner has approved the change in writing through a mutually executed written amendment to this Agreement. 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.

**13. UTILITY CHARGES** (check applicable blanks): Resident agrees to establish use, maintain and/or pay for all utilities without delinquency used in or charged against the Premises during the term of this Agreement. Resident agrees to submit to Owner upon demand, proof that any utilities, assessments or charges have been paid by Resident.

- A. Paid for by Resident to utility: electricity natural gas/oil other: \_\_\_\_\_  
(Seattle Public Utilities does not permit Residents to open accounts for service in their name).
- B. Paid for by Resident to Owner (Owner selects billing option for each utility):

UTILITY	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Select billing option for each utility. See below regarding billing practices.*	Charges will be billed to Resident based upon invoices received by Owner/ Agent directly from utility.*	A flat fee per person is charged per month.	Utility(ies) is (are) included in rent.	Rent includes up to specified amount per month usage for utility(ies) due to Owner. Any charges incurred over the stated amount will be billed to Resident by Owner.*
Electricity		\$ _____/person/month		\$ _____ per month
Garbage		\$ _____/person/month		\$ _____ per month
Sewer		\$ _____/person/month		\$ _____ per month
Water		\$ _____/person/month		\$ _____ per month
Natural gas/oil		\$ _____/person/month		\$ _____ per month
Other: _____		\$ _____/person/month		\$ _____ per month

**\*Billing Practices:** If resident is paying owner directly, resident must pay amounts charged for utilities within \_\_\_\_\_ days after Resident receives the bill. If the resident is paying a third party, they must pay before account becomes delinquent. When the utility bill is billed to Owner and copied to Resident, Resident will be charged a \$ \_\_\_\_\_ service charge for processing. To understand how late payments and returned checks will be handled see Section 2 of this agreement. Non-payment of utility charges may lead to eviction proceeding. Owner is entitled to use resident's security deposit to recover unpaid utility charges upon move-out. Owner/Agent 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.

**14. 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.

**15. PETS AND ANIMALS:**

Allowed; Breed: \_\_\_\_\_ Type: \_\_\_\_\_ Number: \_\_\_\_\_

Not Allowed; Resident(s) are nor visitors or guests are allowed to maintain pets or animals.

If permission for pets is given, no pet noise shall be allowed to escape from the property or to disturb neighbors. It is Resident's responsibility to clean-up and dispose of any pet waste anywhere on the Property and on adjacent sidewalks, streets, alleys, and neighboring properties. If pets are maintained on the Premises, whether or not authorized by this Agreement, except for charges covered by a prepaid non-refundable cleaning fee, 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 the presence of such damage. These policies include "guest pets." No pets are to be added or substituted without Owner's/Agent's written permission.

**16. 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.

**17. 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.

**18. WATER-HEATER:** Pursuant to RCW 19.27A.060, the State of Washington requires that upon occupancy, the Temperature control in a domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Resident acknowledges that

the water heater is inaccessible.

Resident has inspected the accessible hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

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

**19. 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.

**20. 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 spaces \_\_\_\_\_ and storage lockers \_\_\_\_\_. 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 Owners' control.

**21. 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. 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 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.** Harassment or intimidation of a resident, guest, owner or owner's agent is prohibited.

Resident is responsible for all damage caused to the Premises as a result of the negligence of resident, their 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.

**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 features or such other items in Resident's possession shall be stored in a safe condition in such a way that they cannot be used.

**23. 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. Resident acknowledges that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect Resident against personal injury, loss or damage to Resident's personal property or belongings, or cover Resident from their own liability from injury, loss or damage from fire or other negligent acts that Resident or their guests may cause others. Resident acknowledges that they are not considered a co-insured of the Owner and not protected under Owner's fire or liability insurance and understand that any insurance that Owner maintains is not for the benefit of Resident.

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

Renters liability 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. Resident is required to provide proof of current renters insurance policy within 30 days of occupancy, and again at lease renewal.

Renters liability 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.

**24. LIENS AND SALES:** Owner may mortgage the Premises 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 upon the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Property or Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the 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 Owner.

**26. RESIDENT'S OBLIGATIONS:** Resident agrees as follows:

**A. General**

- 1) To pay all rent and other charges, including utilities and installment payments of last month's rent and security deposit, promptly when due or assessed, for which Resident is responsible and to provide proof of payment.
- 2) To execute all revised rental agreements upon request upon 30 days notice before a new rental period; except for rent increases which require 60 days' notice.
- 3) To 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, a failure to observe burn bans, Resident's maintenance of a nuisance shall be the responsibility of the Resident to pay.
- 4) 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.
- 5) 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.
- 6) Resident agrees to provide written notice to Owner regarding any habitability issues and to give Owner the opportunity to cure the defective condition prior to exercising any other option granted to the Resident under law. Owner is under no obligation to correct or repair any defective conditions caused by the Resident.

**B. Conduct, Threatening and Harassing Behavior**

- 1) Resident is responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
- 2) 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.
- 3) Not to permit any person to occupy the Premises other than those persons identified in Section 12. 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 \$\_\_\_\_\_.
- 4) Keys for Premises should not be copied nor given to anyone other than those listed as lease or occupant without the owner's prior written consent.

- 5) 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.
- 6) Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice as provided in the Residential Owner-Resident Act and to permit Owner to show the Premises to prospective Residents.
- 7) Resident shall not keep or maintain a nuisance on the Property.
- 8) 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 \_\_\_\_\_ PM and \_\_\_\_\_ AM.
- 9) Resident's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. Carpets must be shampooed by Resident upon vacancy. If carpets are new or Owner had carpets professionally shampooed prior to Resident's occupancy as indicated on the Property Condition Checklist form, Resident shall also pay for professionally shampooing same. Resident shall obtain area rugs or other coverings to protect hardwood floors.
- 10) Resident is to follow all bans/laws, including, but not limited to, burn bans.
- 11) No smoking of any substance is allowed in or on the Property unless the owner/agent provides an alternate smoking policy addendum as an attachment to this agreement.
- 12) 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.
- 13) Not to throw anything from windows and/or balconies;
- 14) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises.

**C. Maintenance, Repairs and Alterations**

- 1) To take all reasonable precautions to prevent the presence of bed bugs.
- 2) Resident understands and agrees that any damage caused by or related to smoking of any substance 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.
- 3) Residents shall be responsible for any damage resulting from windows or doors left open or unlocked.
- 4) To take all reasonable precautions to prevent the presence of mold or mildew in the Premises as per attached Mold Handout, 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.
- 5) To protect against freezing of water pipes and waste pipes and stoppage of same in and about the Premises. To maintain the temperature of the Premises at such a level to prevent breakage of pipes or other damage to the Premises. Resident shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy.
- 6) 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.
- 7) Not to make any alterations, additions, painting or improvements to the Premises, nor to change or add additional locks, nor change or add telephone, network or cable TV jacks, nor to install any wires, cables or aerials for internet, 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.
- 8) Prior to the installation of a satellite dish, the Resident must first give notice to the landlord informing them that a satellite is to be installed. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the landlord. All satellite equipment and cabling must be contained within space under the Resident's direct control per the lease agreement, not within or accessible from common areas.
- 9) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
- 10) In the event that the Resident requests testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the Resident, the Resident must pay for all actual service call charges.

- 11) To inspect and maintain in compliance with the information tag thereon all Owner in-unit 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.

**D. Cleanliness and Trash**

- 1) The Premises must be kept clean, sanitary and free from objectionable odors. 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.
- 2) 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.
- 3) 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.
- 4) 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.

**E. Other**

- 1) To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy.
- 2) 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.
- 3) Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligation to maintain or replace them.
- 4) Not to install a waterbed or aquarium 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. No aquariums or other unusually heavy objects are permitted on the Premises without Owner's written consent.
- 5) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Owner proof upon request.
- 6) 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 12) from the Premises. 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.
- 7) If the Premises should fail an inspection required by local jurisdiction due to the Resident(s), any fines or costs associated with reinspection shall be the responsibility of the Resident.

**27. 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. Should repair necessitate Resident vacates 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 condition shall rent abate if damages are caused by the Resident. 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.

**28. SUMMARY OF FUNDS RECEIVED AND DUE:**

ITEM	CHARGE	RECEIVED	BALANCE	AMOUNT DUE DATE
First Month's Rent	\$ _____	\$ _____	\$ _____	_____
Last Month's Rent (if applicable)	\$ _____	\$ _____	\$ _____	_____
Non-Refundable Fee: _____	\$ _____	\$ _____	\$ _____	_____
Refundable Security Deposit	\$ _____	\$ _____	\$ _____	_____
Pet Damage Deposit (limited to 25% of first months' rent per pet)	\$ _____	\$ _____	\$ _____	_____
Other Payments (describe): _____	\$ _____	\$ _____	\$ _____	_____
<b>TOTAL</b>			\$ _____	



**29. ADDITIONAL CLAUSES:**

**30. 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. Lead Based Paint Pamphlet (Required for pre-1978 Properties)
- C. Lead Based Paint Disclosure Addendum (Required for pre-1978 Properties)
- D. Mold Handout
- E. Rental Registration & Inspection Ordinance (RRIO) – Copy of Property Registration
- F. Residential Parking Agreement / Addendum (Required for condos and properties with 2+ units)
- G. Seattle Information for Tenants – Landlord Tenant Laws (updated Oct. 2018)
- H. Utility Sub-metering Agreement (required in any case where utilities are submetered or sub-billed)

**Optional Addenda and Attachments:**

Resident's initials acknowledge receipt \_\_\_\_\_

- A. Crime Free Lease Addendum
- B. Pet Addendum
- C. Rules and Regulations
- D. Smoke Free Addendum
- E. HOA Addendum (if leased Premises is within an HOA, Resident acknowledges receipt)
- F. Deposit Payment Schedule (Seattle)
- G. Other: \_\_\_\_\_
- H. Other: \_\_\_\_\_
- I. Other: \_\_\_\_\_
- J. 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/Agent: \_\_\_\_\_

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

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