

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, all of which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid.

Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$ _____ 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: 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. 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.

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

fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. 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: Except for utilities indicated below as the responsibility of Owner. Resident agrees to establish use, maintain and pay for all utilities without delinquency, including but not limited to electricity, garbage, sewer, water, natural gas, oil, and cable television used in or charged against the Premises during the term of this agreement.

Paid for by:	electricity	garbage	sewer	water	natural gas/oil	other: _____
Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tenant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A \$_____ fee will be due for each notice of unpaid utility charges received by Landlord from a utility provider. Resident agrees to submit to owner upon demand, proof that any utilities, assessments or charges have been paid.

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. Harassment or intimidation of a resident, guest, owner or

owner's agent is prohibited.

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/>.

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.

21. 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.

22. 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.

Renters 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 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.

23. 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.

24. 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.

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

General

- 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 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 Tenant's negligent behavior, including but not limited to, a failure to observe burn bans, or Tenant's maintenance of a nuisance shall be the responsibility of the Tenant to pay.
- d) 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.
- e) 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;

Conduct

- f) Resident is responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
- g) 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.
- h) Not to permit any person to occupy the Premises other than those persons identified in paragraph 11. 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 \$_____.
- i) 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.
- j) 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.
- k) Tenant shall not keep or maintain a nuisance on the Property.
- l) 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 _____;

- m) To notify Owner immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc.; notification should be immediate in an emergency. Repair requests should be made as soon as the defect is noted.
- n) 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 Inventory and Inspection Checklist Form, Resident shall also pay for professionally shampooing same. Resident shall obtain area rugs or other coverings to protect hardwood floors.
- o) 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.
- p) Not to throw anything from windows and/or balconies;
- q) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises;

Maintenance, Repairs and Alterations

- r) 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.
- s) Residents shall be responsible for any damage resulting from windows or doors left open.
- t) 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.
- u) 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. Tenant 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.
- v) 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;
- w) 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. (Contact landlord if you wish to request a copy of this policy.)
- x) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
- y) 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.
- z) 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.

Cleanliness & Trash

- aa) 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;
- bb) 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.
- cc) 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.
- dd) 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.

Other

- ee) To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy;
- ff) 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;
- gg) Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligation to maintain or replace them.
- hh) 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. No aquariums or other unusually heavy objects are permitted on the premises without Owner's written consent.
- ii) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Owner proof upon request.
- jj) 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.

26. 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.

27. 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:				

28. OPTIONAL CLAUSES: _____

29. 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. _____ 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. _____ If leased premises is within an HOA, Tenant acknowledges receipt of HOA House Rules.
- G. _____ Other _____

IN WITNE: 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

FIRE SAFETY AND PROTECTION INFORMATION NOTICE

for Multi-Family Properties

The dwelling unit located at _____, Apt. _____, City of _____
County of _____, State of Washington has been equipped with _____ (insert number) smoke
detection device(s) as required by RCW 43.44.110(4).

1. The above described smoke detection device(s) are: (check one)

- Hard-wired
- Battery operated

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. A fine of not more than TWO HUNDRED DOLLARS is imposed for failure to comply with these provisions of RCW 43.44.110(4). 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.

2. The subject property (check one) does does not have a fire sprinkler system.

3. The subject property (check one) does does not have a fire alarm system.

4. 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: .

5. 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: _____.

6. 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: _____.

7. 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: _____.

DATED this _____ day of _____, 20____ .
(date) (month) (year)

Owner/Agent

Tenant

Tenant

Tenant



GOT MOLD? FREQUENTLY ASKED QUESTIONS ABOUT MOLD

What are molds?

With more than 100,000 species in the world, it is no wonder molds can be found everywhere. Neither animal or plant, molds are microscopic organisms that produce enzymes to digest organic matter and spores to reproduce. These organisms are part of the fungi kingdom, a realm shared with mushrooms, yeast, and mildews. In nature, mold plays a key role in the decomposition of leaves, wood, and other plant debris. Without mold, we would find ourselves wading neck-deep in dead plant matter. And we wouldn't have great foods and medicines, such as cheese and penicillin. However, problems arise when mold starts digesting organic materials we don't want them to, like our homes.

How do molds grow in my home?

Once mold spores settle in your home, they need moisture to begin growing and digesting whatever they are growing on. There are molds that can grow on wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. When excess moisture or water builds up in your home from say, a leaky roof, high humidity, or flooding, conditions are often ideal for molds. Longstanding moisture or high humidity conditions and mold growth go together. Realistically, there is no way to rid all mold and mold spores from your home; the way to control mold growth is to control moisture.

How can I be exposed to mold?

When molds are disturbed, their spores may be released into the air. You then can be exposed to the spores through the air you breath. Also, if you directly handle moldy materials, you can be exposed to mold and mold spores through contact with your skin. Eating moldy foods or hand-to-mouth contact after handling moldy materials is yet another way you may be exposed.

How can molds affect my health?

Generally, the majority of common molds are not a concern to someone who is healthy. However if you have allergies or asthma, you may be sensitive to molds. You may experience skin rash, running nose, eye irritation, cough, congestion, and aggravation of asthma. Also if you have an immune suppression or underlying lung disease, you may be at increased risk for infections from molds.

When necessary, some resourceful molds produce toxins in defense against other molds and bacteria called mycotoxins. Depending on exposure level, these mycotoxins may cause toxic effects in people, also. Fatigue, nausea, headaches, and respiratory and eye irritation are some symptoms that may be experienced from exposure to mycotoxins. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

How do I know if I have a mold problem?

You may have seen white thread-like growths or clusters of small black specks along your damp bathroom or basement walls, or smelled a "musty" odor. Seeing and smelling mold is a good indication that you have a mold problem. However, you cannot always rely upon your senses to locate molds. Hidden mold can be growing behind wall coverings or ceiling tiles.

Common places to find mold are in areas where water has damaged building materials and furnishings perhaps from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements are often havens for mold. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

How can I control mold growth in my home?

- Fix any moisture problems in your home:
- Stop all water leaks first. Repair leaking roofs and plumbing fixtures. Move water away from concrete slabs and basement walls.
- Increase air circulation within your home, especially along the inside of exterior walls, and ventilate with fresh air from outside. Provide warm air to all areas of the home. Move large objects away from the inside of exterior walls just a few inches to provide good air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Cover earth floors in crawl spaces with heavy plastic.
- Clean and dry water damaged carpets, clothing, bedding, upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly.

How do I clean up mold?

The time you are most likely to stir up spores and be exposed is the very time you are trying to clean up your mold problem. That’s when you need to be the most careful. First, try to determine the extent of the mold infestation. If the area is small and well defined, clean up can be done by you, as long as you are free of any health symptoms or allergies. However, if the mold problem is extensive, such as between the walls or under the floors, you should leave clean up to a professional.

LARGE AREAS

1. Consider having a professional cleanup the area. To find a professional, check under “Fire and Water Damage Restoration” in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.
2. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should use an OSHA (Occupational Safety & Health Administration) approved particle mask.
3. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.
4. Remove all your furnishings to a neutral area to be cleaned later. Follow cleaning directions below.
5. Bag all moldy materials you will be discarding.
6. Scrub all affected hard surfaces:
 - First with a mild detergent solution, such as laundry detergent and warm water.
 - (optional step) Then use a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
 - Last, apply a borate-based detergent solution and do not rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
7. Give the entire area a good cleaning. Vacuum floors, and wash bedding and clothes if exposed.

SMALL AREAS

1. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For small isolated areas of mold growth, a cotton dust mask should do.
2. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Cover all your furniture. Open a window before you start clean up.
3. Bag all moldy materials, you will be discarding.
4. Scrub all affected hard surfaces:
 - First with a mild detergent solution, such as laundry detergent and warm water.
 - (optional step) Then use a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
 - Last apply a borate-based detergent solution and do not rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
5. Give the entire area a good cleaning, vacuum floors, and wash bedding and clothes if exposed.

Clean all furnishings exposed to mold.

Permeable and washable	Such as clothing, bedding, and other washable articles. Simply run through the laundry.
Non-permeable and washable	Such as wood, metal, plastic, glass, and ceramics. Mix a solution of lukewarm water and laundry detergent, and wipe down your articles.
Permeable but not washable	Such as beds and furniture. If these furnishings are moldy, you should consider discarding and replacing them. If you decide it is a keeper, take the furnishing outside. Give it a good vacuuming, and let it air out. When finished, if you do not notice an odor it should be okay. However, watch for any mold growth or health problems.

DATED this _____ day of _____, 20____.

(date) (month) (year)

Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

Owner/Agent

Tenant

LEASE ADDENDUM ON MOLD

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

1. Moisture Accumulation

Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.

2. Apartment Cleanliness

Resident shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.

3. Notification Of Management

Resident shall promptly notify management in writing of the presence of the following:

- (i) A water leak, excessive moisture, or standing water inside the Leased Premises;
- (ii) A water leak, excessive moisture, or standing water in any community common area;
- (iii) Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
- (iv) A malfunction in any part of the heating, air conditioning, or ventilation system in the Leased Premises.

4. Liability

Resident shall be liable to Owner for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this Addendum.

5. Violation Of Addendum

Violation of the Addendum shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

6. Addendum Supersedes Lease

In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This LEASE ADDENDUM ON MOLD is incorporated into the lease executed or renewed on _____ day of _____, 20____ between Owner and Tenant.
(date) (month) (year)

DATED this _____ day of _____, 20____.
(date) (month) (year)

Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

Owner/Agent

Tenant

Tenant

Tenant



INVENTORY & INSPECTION CHECKLIST FOR APARTMENTS

1-3 bedroom/1-2 bath

Building Name _____ Date _____
please print

Tenant Name(s) _____

Address _____
 _____, WA _____

Use back of page or additional sheets as needed for details.
 Comment on the condition of the item (please be specific)

Kitchen

Deficiencies upon Move-In

Deficiencies upon Move-Out

	Good	Fair	Poor		Good	Fair	Poor	
Floors								
Walls								
Ceiling								
Cabinets								
Stove/Oven/Broiler								
Hood, Filter, Fan								
Refrigerator								
Dishwasher								
Disposal								
Lights								
Sink/Counters								
Windows/Tracks/Screens								
Doors								
Other								

Move-In Initials: Owner/Agent: _____ Tenant: _____
 Move-Out Initials: Owner/Agent: _____



Living room, Dining area & Hallways

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Floors/Carpet								
Walls								
Ceiling								
Lights								
Drapes								
Windows/Tracks/Screens								
Fireplace								
Doors								
Other								

Bathroom (1)

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Floor								
Walls								
Ceiling								
Sink/Vanity								
Tub/Shower								
Tile/Grout								
Vent fan								
Lights								
Toilet(s)								

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Towel racks/Accessories								
Cabinets								
Windows/Tracks/Screens								
Door(s)								
Other								

Bathroom (2)

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Floor								
Walls								
Ceiling								
Sink/Vanity								
Tub/Shower								
Tile/Grout								
Vent fan								
Lights								
Toilet(s)								

Bedroom (1)

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Floor/Carpet								
Walls								
Ceiling								

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Lights								
Blinds/Drapes								
Windows/Tracks/Screens								
Closets								
Doors								
Other								

Bedroom (2)

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Floor/Carpet								
Walls								
Ceiling								
Lights								
Blinds/Drapes								
Windows/Tracks/Screens								
Closets								
Doors								
Other								

Bedroom (3)

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Floor/Carpet								
Walls								

	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Ceiling								
Lights								
Blinds/Drapes								
Windows/Tracks/Screens								
Closets								
Doors								
Other								

Miscellaneous	Good	Fair	Poor	Deficiencies upon Move-In	Good	Fair	Poor	Deficiencies upon Move-Out
Lanai/Balcony								
Storage Area								
Water tank								
Smoke detector								
TV Cable								
Other								

I/We have inspected the above unit prior to occupancy and accept it with the conditions noted. I/We understand that upon vacating the above unit, charges will be assessed for cleaning required. Repair and replacement costs resulting from resident negligence will also be added.

Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

MOVE - IN

Tenant(s) Date

Owner/Agent Date

MOVE - OUT

Owner/Agent Date

This checklist is pursuant to Washington State Landlord/Tenant Law, RCW 59.18.260. Both tenant and owner/agent should retain a signed copy of the completed inspection report as part of your rental agreement.