

## MANAGEMENT AGREEMENT

**Website Example, LLC** ("Owner") and **Prospector Property Management, LLC** ("Management") agree as follows:

1. APPOINTMENT OF AGENT. The Owner hereby appoints and grants Management the exclusive right to rent, lease, operate and manage the property(ies) known as: **1234 Website Example Lane – Seattle, WA** ("Property"), the same being:

- A mixed-use commercial/residential building

upon terms below, for **30 days, beginning January 1st** and ending on **January 30th, 20xx** and continuing thereafter unless terminated by either party with a minimum of thirty (30) days prior written notice to the other of its election to terminate this agreement. Following the final day of provision of Management services, Management will have 30 days in which to prepare a final accounting of reserve account funds and to forward such funds to Owner.

2. ACCEPTANCE: Management accepts the appointment and grant and agrees to:

- a. Use due diligence in the performance of this Agreement.
- b. Furnish the services of its organization for the rental, leasing, operating and management of the property.
- c. Exercise Management's reasonable judgment in the selection of third-party vendors with regard to the Property or with regard to owner's Tenants. Management may perform any of its duties and obtain necessary products and services through affiliated companies or organizations in which Management may own an interest, and may receive fees, commissions and/or profits from these affiliated companies or organizations. Management shall disclose to Owner any such relationship. Management shall not, however, receive fees, commissions, or profits from unaffiliated companies in the performance of this Agreement without prior written disclosure to and agreement of Owner. Management will promptly notify Owner in writing of any other vendors with which it may become affiliated. Owner directs that Management:  
 use affiliated vendors (Only Omni Maintenance Services LLC)  
 not use the services of affiliated vendors.

Normal property management does not include providing on-site management services, property sales, refinancing, preparing property for sale or refinancing, modernization, fire, or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association Meetings, handling insurance claims, or a managing tenant relocation process if tenants are to be displaced by capital improvements or re-development. If Owner requests Management to perform services not included in normal property management or specified above, a fee shall be agreed upon for these services before the work begins.

3. AUTHORITY AND POWERS: Owner grants to Management the authority and power, at Owner's expense to:

- a. Advertise: Display “for rent”, “for lease” and similar signs on the Property; Advertise the availability for rental or lease of the Property or any part of it.
- b. In the absence of instructions set forth at the end of this subparagraph, to use Management’s reasonable judgment in establishing rent levels, lease commencement date(s), lease terms, and/or whether to grant any tenant concessions. Owner makes the following directives to Management (examples: no smoking, no pets, etc...):
  - i.
  - ii.
- c. Rental/Leasing: Initiate, sign, renew, or cancel rental agreements and leases for the Property or any part of it; prepare and issue receipts for rents, other charges and security deposits. Any lease executed by Management for Owner shall not exceed one year. Management’s current form of Rental/Lease Agreement is attached hereto as Exhibit ‘B’. Any special restrictions or directives by Owner to Management with regard to the completion of the Lease (such as prohibitions against smokers or pets) are set forth in paragraph 3(b). Absent such instructions, any optional clauses in the Lease shall be at the discretion of Management.
- d. Tenancy Termination: Sign and serve in Owner’s name notices which are required or appropriate; to direct the commencement and prosecution of actions to evict tenants, recover possession of the Property in Owner’s name, recover rents and other sums due; and when appropriate in Management’s reasonable judgment, to settle, compromise and release claims, actions and suit and/or reinstate tenancies.
- e. Repair/Maintenance: Except as limited herein, to make, cause to be made and/or supervise repairs, improvements, alterations and decorations to the Property, and to purchase and pay for such services and supplies. For all expenditures over **\$000** for any one item, Management may at its election act based upon Owner’s oral, written, faxed or e-mailed approval. Prior approval shall not be required for monthly or recurring operating charges, or if in Management’s reasonable opinion emergency expenditures over the maximum are needed to protect the Property, or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties, fines or suspension of services to tenants called for in a lease or rental agreement of by law. Management shall not be required to advance Management’s own funds in connection the Property or this Agreement. However, if Management elects to advance any funds, Owner shall within ten (10) days of request, repay to Management any sums advanced.
- f. Contracts/Services: Contract, hire supervise and/or discharge firms and persons, including utilities required for the operation and maintenance of the Property. Management may perform any of Management’s duties through attorneys, agent, employees and independent contractors and shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same, except for persons working in Management.
- g. Expense Payments: Pay the expenses and costs for the Property, including Management fees and charges, as indicated below from Owner’s funds held by Management, unless directed otherwise by Owner, including but not limited to property management fees and charges, expenses for goods and services, property and other taxes, Association dues, assessments, loan payments and insurance premiums as follows:

ITEM	PAID BY OWNER	PAID BY MANAGER FROM OWNER’S FUNDS
Loan Payments	[ ]	[ ]
Association Dues	[ ]	[ ]
Property Taxes	[ ]	[ ]

Insurance Premiums	[ ]	[ ]
Utility Bills	[ ]	[ ]
Lock re-keying	[ ]	[ ]
Repairs/Replacements (as limited in paragraph 3(e):	[ ]	[ ]

h. Trust Funds: Deposit all receipts collected for Owner, less any sums properly deducted or disbursed in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a Trust Account separate from Management's Operating Accounts. Management has 2 Trust Accounts:

- i. A "working rents" Trust where rents and non-refundable fees are deposited.; and
- ii. An interest bearing Trust which holds tenants' refundable security deposits. A deposit is held in Trust until written notice to vacate is given. It is then transferred to the "working rents" Trust for appropriate disbursement.

Management's Trust Accounts are currently held at **The Commerce Bank of Washington** and Management will promptly notify Owner in writing of any change in depository.

Management shall not be liable in event of bankruptcy or failure of a financial institution

i. Tenant Deposits: Management shall hold such deposits in Management's Trust Account; account for and return them to tenants, less rent due, cleaning and/or any repairs in excess of ordinary wear and tear, within 21 days of tenants vacating the Property, as provided in RCW 59.18.280. Owner shall be responsible to Management and tenants for the refund of all security deposits held by Owner, unless said funds are forwarded to Management.

j. Owner Statements: Upon receipt of rents, render monthly statements of receipts, expenses and charges for each Property and e-mail same to Owner **Monthly** in the manner provided for in WAC 308-124D-215(3).

k. Owner Distribution: Remit funds monthly to Owner, as available, in the following order:

- i. Fees, charges and reimbursements due to Management under this Agreement.
- ii. All other operating expenses, costs and disbursements payable from Owner's funds held by management.
- iii. Establishment of any reserve funds as may be directed in writing by Owner or required by Manager.
- iv. Balance to Owner via: A direct deposit to owner's account at **TBD** Bank, Account No. **TBD**, Routing No. **TBD**.

4. OWNER REPRESENTATIONS AND DISCLOSURES: Owner has disclosed and represented to Management that:

- a. Owner has a fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented and the legal capacity to lease the Property.
- b. Owner is not bound by (i) another agreement with another Management for the sale, exchange, lease or management of the Property that is or will be in effect during this agreement; or (ii) an agreement or covenant that prohibits owner from leasing the property

- c. No person or entity has any right to purchase, lease or acquire the Property by an option, right of refusal or other agreement, except as otherwise disclosed to Management in an addendum to this Agreement.
- d. Owner is not delinquent in the payment of any property taxes, Owner's association fees, property insurance, mortgage, or any encumbrance on or affecting the Property
- e. The Property is not subject to the jurisdiction of any court.
- f. Owner is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant, except as stated and disclosed to Management in a written addendum to this Agreement.
- g. All information related to the Property that the Owner provides to Management is true and correct to the best of Owner's knowledge.

5. OWNER RESPONSIBILITIES: Owner shall:

- a. Fully disclose to Management all known defects in the Property or unresolved disputes with existing Tenants and to follow all reasonable directives to correct any deficiencies identified by Management.
- b. Provide all documentation and records required by Management to manage and operate the Property, including complete copies of any files, notices or agreements relating to existing tenants, and to tender to Management any funds held by Owner relating to existing tenancies.
- c. Provide Management with keys and access devices to the Property.
- d. Provide Management with copies of all warranties related to the Property or any item in the Property.
- e. Complete any disclosures or notices required by law or a lease of the Property and to amend applicable notices and disclosures if any material change occurs during this agreement.
- f. Carry and pay for insurance as provided in paragraph 7. All such insurance shall be primary. If Owner fails to comply with this paragraph, Management may at Management's absolute discretion: (i) purchase insurance that will provide the Management the same coverage as the required insurance and Owner must promptly reimburse Management for such expense, or (2) terminate this Agreement without notice effective immediately.
- g. Notify Management if Owner becomes delinquent in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owner's association fees, and to pay any late charges, penalties and/or interest imposed by lenders or other parties caused by lack of Owner's funds held by Management and available for payment to same parties.
- h. To at all times maintain minimum reserves in Manager's operating accounts of **\$0,000**. If the balance of the reserve becomes less than the stated amount, at any time, Management may: (1) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of Owner and deposit the amount into the reserve, (2) notify Owner that Owner must promptly deposit additional funds with Management to bring the balance to the amount stated;
- i. **Owner represents that the Property [] was [] was not constructed prior to 1978.** If the Property was built before 1978, Owner will complete and attach to this agreement an

addendum regarding lead-based paint and lead-based paint hazards that will be make part of any lease of the Property. If the Property was built before 1978, federal law requires the Owner (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards. Co-operate with Management to facilitate the showing, marketing and lease of the Property

- j. Owner agrees not to:
  - i. Rent or lease the Property to anyone without Management's prior written approval.
  - ii. Negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Management.
  - iii. Deal with or negotiate with any tenant in the Property concerning any matter related to the management or leasing of the Property but refer all such dealings to Management.
  - iv. Enter into a listing agreement or property management agreement with another Management for the rental, leasing or management of the Property to become effective during this agreement.
  - v. Owner acknowledges and understands that state and local laws impose specific requirements on Owners of rental property for the installation and maintenance of smoke detectors. Owner represents and warrants that Owner will bring the Property into compliance with applicable regulations prior to occupancy of the Property by a tenant and to maintain smoke detectors as required by law.

## 6. COMPENSATION:

- a. Owner agrees to pay Management fees in the amounts set forth in the attached Addendum 'A' to this Agreement.
- b. Owner further agrees that Management may receive fees and charges from tenants for various additional services as follows:
  - i. Processing credit applications. A **\$25** screening fee is charged to all prospective tenants and is payable directly to Agent's screening company.
  - ii. Returned checks. N/A
  - iii. Late fees. Late fees are  included in gross revenues  payable to MANAGEMENT as additional compensation.
  - iv. Other services that are not prohibited by this Agreement, but which are performed at the request of Owner, will be billed at the hourly rate of: Negotiated Prior to Each Instance.
- c. Management may divide compensation, fee and charges due under this Agreement in any manner acceptable to Management.
- d. Management shall be entitled to reimbursement by Owner of all Management's reasonable expenses related to its duties as Management which are directly attributable to the Property including, but not limited to, data processing charges, bank charges, postage, computer

support charges, and printing costs. Management shall not add any profit or fee to the costs of supplies or the services of third parties furnished to the Property without approval of Owner.

- e. Any duplication of books and records of Management requested by Owner shall be at the expense of Owner.

## 7. INSURANCE AND INDEMNITY:

- a. Indemnity. Owner shall indemnify and hold harmless Management and all persons in Management, LLC from all costs, expenses, suits, liabilities, damage and claims of every type, including but not limited to those arising out of injury or death of any person(s), or damage to any real or personal property of any person(s) including Owner, in any way relating to the management, rental or operation of the Property by any person in Management, LLC or the performance of exercise of any of the duties, powers or authorities herein or hereafter granted to Management, except to the extent due to the gross negligence or willful misconduct of any person in Management, LLC Also excluded is any action by a direct employee of Management where the claim is unrelated to the subject Property. The indemnity provisions of this Agreement shall survive its termination or expiration.
- b. **Maintenance of Hazard and Liability Insurance**. Owner shall maintain comprehensive general liability coverage in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit. Owner will furnish a certificate of insurance to Management of that coverage. Should Owner not have coverage in that amount, Owner may be requested to purchase additional coverage if available through Owner's insurance carrier or through Management's insurance broker; said purchase will be at Owner's expense. Owner hereby agrees Management will be named as an additional insured to the comprehensive general liability coverage described above.
- c. Waiver of Subrogation. Owner and Management hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Property, from perils insured against under their respective fire and all-risk insurance contracts, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this Section shall be inapplicable if it would have the effect, but only to the extent it would have the effect of invalidating any insurance coverage of Owner and Management.
- d. Environmental Indemnity. Owner shall defend and indemnify Management against, and hold it harmless from, all damages, claims, loss, cost and expense in connection with any environmental liability, provided such liability is not a result of any willful misconduct or gross negligence of Management, its officers, directors and employees. This paragraph shall survive the expiration or termination of this Agreement with respect to claims arising prior to such expiration or termination.
- e. Management not Liable for Tenant's Performance. Owner recognizes that there are risks associated with managing rental property. While screening incoming tenants provides some information on which to make leasing decisions, no screening process can avoid all tenant problems. Management does not warrant the performance of any tenant. Owner agrees that Management shall not be liable for any losses or damage related to or arising out of any given tenant's occupation of the Property, including, without limitation, the tenant's failure to pay rent or otherwise abide by the terms of any rental agreement.
- f. Management not Responsible for Inspecting the Property. Management has disclosed to Owner that it is not a licensed contractor or property inspector. It is agreed that Management's duties do not include the identification of unsafe conditions or conducting maintenance, except as otherwise set forth herein.

- g. Survival of Indemnities. The foregoing provisions of this paragraph 7 shall remain in force beyond the termination of this Agreement, whether the termination is by expiration of time, operation of law or otherwise.
8. **TERMINATION FOR CAUSE:** Notwithstanding paragraph 1, in the event: (a) it is alleged or charged that any building on the Property or any equipment therein or any act or failure to act by the Owner with respect to the Property or the sale, rental or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereof; (b) the Property is placed into a receivership; (c) foreclosure proceedings are instituted with regard to the subject Property; (d) Owner files for bankruptcy protection; or (e) if the Reserves maintained by Management fall below the minimum levels required by Paragraph 5(h) hereof, then in such instance, Management in its sole and absolute discretion, considers that the action or position of the Owner with respect thereto may result in damage or liability to the Management, Management shall have the right to cancel this Agreement at any time by written notice to the Owner of its election to do so, which cancellation shall be effective upon the service of such notice. Such notice may be served as provided in Paragraph 9(d) hereof. Such cancellation shall not release the indemnities of the Owner set forth in the Paragraph above and shall not terminate any liability or obligation of the Owner to Management for any payment, reimbursement or other sum of money then due and payable to the Management hereunder.
9. **MISCELLANEOUS:**
- a. Assignment. This Agreement shall be binding upon the parties hereto, their legal representatives, successors, and permitted assigns, and may be assigned by Management by operation of law, including, without limitation, transfer of stock constituting control of Management, or otherwise, without Owner's prior consent.
- b. Legal Assistance. Where legal assistance is required for such matters as enforcing the collection of rents or eviction proceedings such action shall be through counsel selected by Management acceptable to Owner which consent shall not be unreasonably withheld and shall be at Owner's expense.
- c. Dispute Resolution. If a dispute arises out of this agreement, both parties will meet to resolve it. If agreement is not reached at this meeting, both parties will jointly employ the American Arbitration Association or any other arbitration panel mutually agreed upon by the parties, to arbitrate the dispute. The results of the arbitration are binding upon both parties and the arbitrator is authorized to file the decision in the applicable court of jurisdiction. The arbitrator is to award reasonable attorney's fees and costs to the prevailing party.
- d. Attorneys' Fees. In the event Management or Owner shall institute legal proceedings against the other arising out of the terms of this Agreement or the performance thereunder, then the prevailing party shall recover from the other all reasonable attorneys' fees, costs and expenses incurred in any such action.
- e. Notice. All notices, demands, consents or approvals required or permitted to be given hereunder shall be in writing and shall be served either personally; sent by telecopy and by mailing the same by first-class mail, postage prepaid and addressed to the address set forth below the signature line. Notices and other writings shall be deemed given upon the earlier of actual receipt or three (3) business day following mailing.
- f. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of the Agreement.

- g. Counterparts and Facsimile Transmissions. This agreement may be executed in two or more counterparts, all of which taken together shall constitute a single instrument. A signature of a party received by facsimile transmission shall be deemed an original signature and have binding effect.
- h. Further Assurance. Each of the individuals signing this Agreement on behalf of a party warrants that he or she has the authority to sign this Agreement and thereby to bind the party on whose behalf he or she signs. Owner and Management shall execute and deliver such other documents and perform such other acts as may be necessary or desirable to carry out the intent of this Agreement.
- i. Entire Agreement. This Agreement contains the entire understandings of the parties and may be changed or modified only by written instrument executed by duly authorized officer of Management and agents of Owner.
- j. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Jurisdiction and venue for any action pursuant to this Agreement shall be in **King County**, Washington.
- k. Equal Housing Opportunity: The property is offered in compliance with federal, state and local anti-discrimination laws.

10. AGENCY DISCLOSURE: Owner acknowledges receipt of the pamphlet entitled, "THE LAW OF REAL ESTATE AGENCY." Owner agrees that Management can represent Owner as a Seller's Agent as described on Section 4 of the Pamphlet. Owner acknowledges that Management occasionally represents tenants as a Buyer's Agent. In the event that a tenant represented by Management expresses an interest in Owner's property, Owner agrees that Management may (NOT must) act as a dual agent pursuant to Section 6 of the Pamphlet and represent both Owner and tenant in that transaction.

11. ADDITIONAL TERMS: \_\_\_\_\_

I/We have read the foregoing prior to execution and have received a copy this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
 Wesley W. Website  
 Website Example LLC  
 Its: Managing Member

By: \_\_\_\_\_  
 B. Jack Davis  
 Managing Broker  
 Prospector Property Management LLC



### ADDENDUM 'A' REGARDING MANAGEMENT FEES

In addition to expenses described in the Management Agreement, Management shall be compensated for management services as follows:

1. Management Fee: TBD% of all gross revenues at property. Including, but not limited to, collected rents, utility fees, pet fees, deposit forfeits, or any other non-refundable or recurring charge to tenants at the property
2. Leasing Commission: None: Manager's internal maintenance staff time will be billed back to the property at a rate of \$TBD/hour with a one-hour minimum for all maintenance projects.
3. Capital Improvement Coordination Fee: 5% of total pre-tax job cost. This fee will only be applied to capital improvement projects, not routine maintenance, and will only be assessed on projects that owner and manager agree, in writing and at project outset, fall into the category of Capital Improvement and therefore subject to this fee.

ADDENDUM 'B' – SAMPLE RENTAL AGREEMENT

- SEATTLE MULTI-FAMILY -

# LEASE / RENTAL AGREEMENT & SECURITY DEPOSIT RECEIPT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_ Zip \_\_\_\_\_, Apt. \_\_\_\_\_, in the City of Seattle, County of King, 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 term described in paragraph 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 require 60 day's notice OR
- d) \_\_\_\_\_ Upon expiration of the above-stated term described in paragraph 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:

<b>Monthly Premises Rent</b>	\$
<b>Monthly Parking Space Rent</b>	\$
<b>Monthly Storage Locker Rent</b>	\$
<b>Other Monthly Charges – Specify:</b>	\$
<b>Other Monthly Charges – Specify:</b>	\$
<b>Other Monthly Charges – Specify:</b>	\$
<b>TOTAL RENT</b>	<b>\$</b>

The total amount of monthly rent due, which includes the monthly premises rent, monthly parking space rent, monthly storage locker rent, and 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 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 on or after the Rent Due Date shall result in assessment against Resident of \$ \_\_\_\_\_ 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 by cash, cashiers 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. 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 AND FEES (DEPOSIT, NON-REFUNDABLE, APPLICATION, SCREENING AND / OR MOVE-IN PROCESSING FEES):** *May not exceed the amount of the total first full month's rent. Other than charging non-refundable move in fees, security deposits, and last month's rent, landlords are prohibited from charging tenants any one-time fee at the beginning of tenancy. A separate Pet Damage Deposit may be collected not to exceed 25% of the total full first month's rent per pet.*

A. 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 separate 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 State law RCW 59.18.280 after termination of this Agreement and vacation of the premises, conditioned upon the following:

- i) Resident shall have complied with all the conditions of this Agreement.
- ii) Except for charges imposed pursuant to paragraph #3(B) 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 is not wear and tear from normal usage.
- iii) Resident shall surrender all keys to Owner.
- iv) Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Owner.
- v) 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.
- vi) If Owner charges a non-refundable cleaning fee at commencement of tenancy no further administrative costs will be assessed for cleaning at move-out.
- vii) 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 at their last known address (or such other single address as they provide for that purpose) in accordance with RCW 59.18.280 after vacating the Premises, and they shall apportion any refund among themselves.

B. Resident agrees to pay the sum of \$\_\_\_\_\_ (insert zero if this paragraph is inapplicable), as a non-refundable fee under RCW 59.18.285 which shall be used for \_\_\_\_\_ (*identify what the fee covers – be specific*), which sum shall not be refunded under any circumstances. All monies received for late fees, deposits, credit check, etc. are considered rent charges for use of the property. Owner may recover from Resident any costs incurred not covered by this fee. *Total non-refundable fees (screening and cleaning fees, only) cannot exceed 10% of the first full month's rent. Screening fees are exempt from this rule if the cost of a tenant screening report exceeds 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(s) to Initial: \_\_\_\_\_

C. 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 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: \_\_\_\_\_

- 4. PREPAYMENTS:** Resident is required to make a prepayment towards Last Month's Rent in the total amount of \$ \_\_\_\_\_, in accord with the schedule set forth in the Deposit Payment Addendum attached hereto. When the prepayment is applied to a last month of tenancy, Resident is required to pay any difference between the total prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.
- 5. 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. At any time where the tenancy is one from month-to-month, 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 the tenant, except when Owner terminates tenancy for purposes of demolition, substantial renovation or change of use of a property, which shall require a minimum of 120 days' notice before the end of any monthly rental period. 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 RCW 59.18.310. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310.
- 6. 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.
- 7. 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.
- 8. SMOKE DETECTION DEVICES / FIRE SAFETY AND PROTECTION INFORMATION:**
- Number of detection devices provided in unit as required by law (several may be required): \_\_\_\_\_
- Hard-wired
  - Battery operated

Smoke detection device(s) are – check all that apply:

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 #8 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.

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

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).

- 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: \_\_\_\_\_.

**9. CARBON MONOXIDE DETECTION DEVICES:**

Number of detection devices provided in unit 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 battery backup

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 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.

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 tenants' 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: \_\_\_\_\_.

**10. 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):

\_\_\_\_\_  
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.

**11. UTILITY CHARGES – check blanks if applicable**

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  garbage  sewer  water  natural gas / oil  other: \_\_\_\_\_  
(Effective July 15th 2011, Seattle Public Utilities does not permit tenants to open accounts for service in their name)

B. Paid for by Resident to Owner (Owner selects Option for each utility):

**Option 1** – Charges will be billed to Resident based upon invoices received by Owner / Agent directly from utility. See below regarding billing practices.

**Option 2** – A flat fee of \$ \_\_\_\_\_ per person is charged per month;

**Option 3** – Utility(ies) is (are) included in rent;

**Option 4** – Rent includes up to \$ \_\_\_\_\_ per month usage for utility(ies) due to Owner. Any charges incurred for the specified utility(ies) over the stated amount will be billed to Resident by Owner. See below regarding billing practices.

UTILITY	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Electricity	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ / person / month	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ per month
Garbage	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ / person / month	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ per month
Sewer	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ / person / month	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ per month
Water	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ / person / month	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ per month
Natural gas / oil	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ / person / month	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ per month
Other: _____	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ / person / month	<input type="checkbox"/>	<input type="checkbox"/> \$ _____ 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. Utility payments received by Owner after \_\_\_ days will be considered late. 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.

**12. 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.

### 13. 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 excrement 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.

**14. 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.

**15. 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.

- 16. 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.

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

- 17. 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.

- 18. 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 Owners' control.

- 19. 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 the premises as a result of the negligence of resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

- 20. 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.

- 21. RENTERS INSURANCE:** Resident is responsible for all damage caused to the premises as a result of the negligence of resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

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.



**22. 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.

**23. GENERAL TERMS:** No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by 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.

**24. 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 upon 30 days' notice before a new rental period, except for rent increases which require 60 days' notice.
- 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 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.
- 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.
- f) 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.

**Conduct, Threatening and Harrassing Behavior**

- g) Resident shall not keep or maintain a nuisance on the Property.
- h) Resident is responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
- i) 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.
- j) Not to permit any person to occupy the Premises other than those persons identified in paragraph #10. Guests of Resident staying a maximum of \_\_\_\_\_ days are permitted within any given \_\_\_\_\_ week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$\_\_\_\_\_.
- k) Keys for unit should not be copied nor given to anyone other than those listed as lease or occupant without the owner's prior written consent.
- l) 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.
- m) Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Dwelling Unit (hereinafter called "Premises") under 59.18.030 at reasonable times after notice as provided in the Residential Owner-Resident Act and to permit Owner to show the premises to prospective Residents.
- n) Resident, family and guests shall have due regard for the peace and enjoyment of other residents in the Building. The level of noise cre-

- ated 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 \_\_\_\_\_;
- o) 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.
  - p) 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. Resident's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear.
  - q) Resident is to follow all bans / laws, including, but not limited to, burn bans.
  - r) 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.
  - s) Not to throw anything from windows and / or balconies;
  - t) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises;
  - u) 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.

**Maintenance, Repairs and Alterations**

- v) To take all reasonable precautions to prevent the presence of bed bugs.
- w) 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.
- x) Residents shall be responsible for any damage resulting from windows or doors left open.
- y) 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.
- z) 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.
- aa) 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;
- bb) 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.
- cc) Prior to the installation of a satellite dish, the tenant 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 tenant's direct control per the lease agreement, not within or accessible from common areas.
- dd) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
- ee) In the event that the tenant requests testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the tenant, the tenant must pay for all actual service call charges.
- ff) 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.

**Cleanliness and Trash**

- gg) 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;
- hh) 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.
- ii) 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.
- jj) 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**

- kk) To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy;
- ll) 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;
- mm) Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligation to maintain or replace them.
- nn) 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.
- oo) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Owner proof upon request.
- pp) 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 10) 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.

**25. DAMAGE OR DESTRUCTION OF PREMISES / PROPERTY:** In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. 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 tenant. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction and Resident shall immediately vacate. In such case, Resident shall pay rent pro-rata through the day Resident vacates the Premises.

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

ITEM	CHARGE	PAYMENT RECEIVED	BALANCE
First Month's Rent	\$		\$
Last Month's Rent (if applicable)	\$		\$

ITEM	CHARGE	PAYMENT RECEIVED	BALANCE
Non-Refundable Fee: _____	\$		\$
Refundable Security Deposit	\$		\$
Pet Damage Deposit (limited to 25% of first full months' rent per pet)	\$		\$
Other Payments – describe: _____	\$		\$
<b>TOTAL</b>	<b>\$</b>		<b>\$</b>

27. **ADDITIONAL CLAUSES:** \_\_\_\_\_

**ADDITIONAL CLAUSES:** \_\_\_\_\_

**ADDITIONAL CLAUSES:** \_\_\_\_\_

28. **ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT;**

Resident's initials acknowledge receipt

- A. \_\_\_\_\_ Deposit Payment Plan Addendum
- 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. \_\_\_\_\_ Property Condition Report (Required whenever a refundable deposit is collected)
- F. \_\_\_\_\_ Rental Registration & Inspection Ordinance (RRIO) – Copy of Property Registration
- G. \_\_\_\_\_ Residential Parking Agreement / Addendum
- H. \_\_\_\_\_ Seattle DCI Information for Tenants – Landlord Tenant Laws (updated Dec. 2017)

**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. \_\_\_\_\_ Utility Sub-metering Agreement
- F. \_\_\_\_\_ If leased premises is within an HOA, Resident acknowledges receipt of HOA Addendum.
- 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: \_\_\_\_\_ Date: \_\_\_\_\_

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

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