



AROUND THE CLOCK, INC. CRMC[®]

a certified residential management company

716 West Meeker St., Suite 101, Kent, WA 98032 Office: 253-852-3000 Fax: 253-852-1417

Website: www.aroundtheclockinc.com E-mail: info@aroundtheclockinc.com

SINGLE FAMILY LEASE AGREEMENT

BY THIS AGREEMENT, signed the _____ day of _____, _____ AROUND THE CLOCK, INC Agent for Owner (Lessor) hereby leases to _____

(Tenant), and Tenant hereby leases from Lessor's Agent, the single family residence including dwelling, outbuilding(s), and lot located at _____ upon the following terms and conditions hereto:

1. USE AND OCCUPANCY: Tenant may not assign this Agreement, sublet the premises, give accommodations to any roomer/lodgers, or permit the premises to be used for any purpose other than a private dwelling solely for Tenant and Tenant's family, consisting of the following persons:

GUESTS REMAINING MORE THAN THREE (3) WEEKS, MUST FILL OUT AN APPLICATION AND BE APPROVED BY LESSOR'S AGENT ANY PERSON FOUND STAYING FOR ABOVE MENTIONED TIME WITHOUT OWNER/LANDLORD'S WRITTEN CONSENT, SHALL BE CONSIDERED AS OCCUPYING THE PREMISES AND IN VIOLATION OF THIS AGREEMENT AND SUBJECT TO A RENT INCREASE OF \$100 FOR EACH SUCH PERSON..

2A. TERM: THIS IS A TENANCY FROM MONTH-TO-MONTH, Commencing on the _____ day of _____, _____. Tenant understands there will be no refund of the SECURITY DEPOSIT if occupancy is less than six full months. Tenant acknowledges and understands that to TERMINATE TENANCY, WRITTEN NOTICE MUST BE GIVEN TO LESSOR'S AGENT TWENTY (20) DAYS PRIOR TO THE END OF THE MONTHLY TERM. Tenant understands that occupancy is on a month-to-month tenancy running from the first day of each month, to the last day of each month. Landlord may terminate tenancy by delivering to Tenant a written notice at least TWENTY (20) DAYS PRIOR TO THE END OF A MONTHLY TERM.

2B. TERM: THIS AGREEMENT SHALL BE FOR A LEASE TERM, commencing on the _____ day of _____, _____ and concluding on the _____ day of _____, _____. Unless otherwise agreed upon in writing by the parties hereto, continued occupancy by Tenant after the stated time shall then revert to a month-to-month tenancy and shall not constitute a renewal of the lease. Early termination of this Agreement shall constitute violation of said lease, therefore breaking the lease. Tenant then will be responsible for the rent payment until a new, qualified Tenant takes possession of said property, and begins paying the rent and/or until the end of the term whichever comes first. In addition, Tenant shall be responsible for paying Lessor's Agent's Lease fees to secure new Tenant for the remaining term of the lease. Tenant's deposit and last month's rent, if applicable, will be refunded only after the rent is collected from new Tenant, less any expenses, and pursuant to Paragraph #12 Security/Damage and Cleaning Deposit).

3. RENT: THE RENT SHALL BE \$_____ PER MONTH, PAYABLE IN ADVANCE AND TO BE RECEIVED BY LESSOR'S AGENT, AROUND THE CLOCK, INC. CRMC[®] AT 716 WEST MEEKER STREET, SUITE 101, KENT, WA 98032, ON OR BEFORE THE FIRST DAY OF EACH MONTH. Lessor's Agent may, in writing, direct payment to another location. Rent reimbursements to Tenant are processed as an expense, and may not be deducted from the rent. All reimbursements must be approved in advance by Lessor's Agent. They must be identified with Tenant's name, address, amount due, and remitted to Lessor's Agent. A check will be sent to Tenant for the reimbursement. REIMBURSEMENTS CANNOT BE DEDUCTED FROM THE RENT. If anything is deducted from the rent by Tenant, the amount received will be considered as a partial rent, and subject to late fee charges.

4. LATE FEES: If Tenant fails to make any rental payments on the first day of each month or within four (4) days after the due date, Tenant shall be assessed late charges of FIVE DOLLARS (\$5.00) per day, for each day delinquent, accruing from the first day of the month. If the late fees are not paid along with the tenant's next month's rent payment the late fees will be deducted from the payment made. The outstanding rent owing will then be considered delinquent and will be subject to late fees until the amount owing is paid in full. Such amount, if unpaid, may be deducted by Lessor's Agent from the Security/Damage deposit amount pursuant to Paragraph #12 herein.

5. PAYMENT RESTRICTIONS: Payment must be made in a automatic withdrawal, online, or a cashier's check, personal check if such personal check is imprinted with Tenant's name, and current address and telephone number. When paying with a personal check, Lessor's Agent will accept only one (1) check for the full amount of the rent. Checks from several Tenants for the same property, two party checks and out of state checks will not be accepted for payment of rent. A non-sufficient funds (NSF) check returned to us by the bank WILL NOT BE RE-DEPOSITED UNDER ANY CIRCUMSTANCES. Upon demand, a money order and/or cashier's check must be remitted for the amount of the check, along with the NSF fee charges. As long as we receive it within two (2) days of being notified no additional late fees will be charged, otherwise the rent is not paid and subject to late fees. If late fee charges are not paid there will be an outstanding balance due and your next payment will be deducted from this balance.

By the next month any remaining balance due will be considered delinquent rent and assessed late fees as per this section. If a check is returned to Lessor's Agent for any reason including insufficient funds twice in 6 months or 3 times in one year, Lessor's Agent will require all future payments to be in cashier's check or money order.

6. NSF FEE: If any check tendered by Tenant is returned due to insufficient funds, Tenant shall pay a fee of FIFTY DOLLARS (\$50.00). This amount, if unpaid, may be deducted by Lessor's Agent from the deposited amount pursuant to Paragraph #12 herein.

7. AGENT AUTHORITY TO SERVE NOTICES: Lessor's Agent may give the following notices as circumstances may warrant:

- a. Ten (10) Day Notice to comply with any terms of this Agreement or to vacate the residence.
- b. Three (3) Day Notice after a default in the payment of rent, to pay rent in full, or vacate the residence.
- c. Three (3) Day Notice to vacate the residence for committing a waste upon the residence, setting up or carrying on, any unlawful business, or permitting or maintaining a nuisance on or about the premises.

8. SERVICE FEE: If Tenant fails to make a rental payment when due and/or to perform any other obligation of the Agreement, and the Lessor's Agent prepares for service a statutory notice, Tenant agrees to pay Lessor's Agent the sum of \$75.00. This amount, not paid, may be deducted by Lessor's Agent from the Security/Damage deposited amount pursuant to Paragraph #12 herein.

9. ATTORNEY FEES AND COSTS: If Lessor's Agent refers to an attorney on any matters pertaining to this Agreement, its construction or enforcement, Tenant agrees to pay said attorney fees and costs, regardless if the matter is pursued to judgment. Tenant further agrees to pay any such attorney fees and costs should legal action become required. This amount, if unpaid, may be deducted by agent from Security/Damage deposit pursuant to Paragraph #12 herein.

10. ADVANCE PAYMENT OF RENT: The parties will acknowledge the payment by Tenant with Lessor's Agent of \$_____. Said sum should be applied to rent for _____, _____, notwithstanding any earlier termination of this tenancy or Tenant's failure to complete terms of this Agreement. If the lease term is renewed and rental increase occurs, Tenant agrees to pay at that time the additional amount to bring last month's rental deposit to the new rental amount.

11. PETS AND ANIMALS: Tenant shall not keep or allow upon the premises any pets or animals without the written approval of Lessor's Agent, and a signed Pet Addendum attached to this Agreement herein. The parties have agreed that the following pet/animal may be kept on the premises: _____

_____.
Tenant shall immediately remove any pet/animal, which the Lessor's Agent requests to be removed from the premises. Tenant hereby agrees that if any damage is done in excess of the \$_____ on deposit, Tenant will at their expense, replace or repair said damages. The carpets will be professionally cleaned and/or exterminated at Tenant's expense. The pet deposit may be held for longer than the 21 days to assure that no fleas are present, however in any case, will be accounted for within 30 days after vacating the premises. An amount of \$_____ will be held non-refundable.

12. SECURITY/DAMAGE AND CLEANING DEPOSIT: The parties acknowledge the deposit by Tenant with Agent of \$_____ as Security/Damage Deposit. Said funds are to be deposited by Lessor's Agent at Union bank, Renton WA 98057. Within twenty one (21) days after the termination of the tenancy and/or vacating of the premises, Lessor's Agent shall mail to Tenant's last known address, a full and specific statement of the basis for retention of any or all of the Security Deposit, together with payment of any refund due to Tenant. These funds, or a portion thereof, may be retained by Lessor's Agent unless the following terms and conditions are met:

- a. Tenant shall comply with applicable terms and conditions of this Agreement and shall perform all obligations herein.
- b. Tenant shall comply with applicable terms and provisions of the Washington Residential Landlord-Tenant Act.

c. Tenant acknowledges receipt of an inspection form that is filled out at time of move-in with the Lessor's Property Manager. Tenant shall keep said premises in good condition throughout the term of this agreement, normal wear and tear resulting from ordinary use of the premises is excepted. Tenant agrees to surrender the premises to Lessor's Agent in a neat, clean and orderly condition, to make all late payment charges provided for in this Agreement, and to pay any and all utility charges in accordance with this Agreement. Lessor's Agent may expend or withhold as much of the Security/Damage and Cleaning Deposit as he/she deem necessary to pay past due rent or charges and to repair or clean the said premises to restore it to its original condition. Unless otherwise agreed upon, the agent will arrange to have the carpets professionally shampooed at the end of the tenancy. Said expense will be deducted from the deposit.

d. Pets are not allowed without written permission. If permission is given a pet deposit or non-refundable fee will be required. Once permission has been given, the pet deposit or non-refundable fee must be paid within 15 days. Tenant shall be responsible to repair any and all damage to the premises caused by said pets.

e. Tenant shall surrender to Lessor's Agent the keys to the premises at the time of termination of the tenancy or when premises are vacated, whichever is earlier. If such surrender does not occur at the required time, Lessor's Agent may hire a locksmith to change the locks at Tenant's expense and charge Tenant a per diem rental fee until the premises becomes available for new occupancy. Tenant fully understands that the keys are not to be left in or on the premises. If Tenant is not going to be present for the move-out inspection the keys must be returned to the office of Lessor's Agent. The surrender of keys to Lessor's Agent shall constitute the vacating of the premises.

f. Tenant shall assume all cost of extermination and fumigation for infestation of pest, if caused by Tenant.

g. Tenant is obligated to have the premises vacant and thoroughly clean by the last day of their tenancy. This includes but is not limited to, cleaning drapes, blinds, windows, window tracks, walls, ceilings, floors, including carpets, kitchen appliances, including refrigerators, ranges, and ovens, cabinets, and bathroom fixtures.

h. Tenant shall, at termination, produce evidence of current receipts for all utilities that could be a lien on the property.

13. NON-REFUNDABLE FEES: The parties acknowledge that \$_____ has been paid by Tenant to Lessor's Agent as a non-refundable fee for the following stated purposes: _____

14. INSPECTION REPORT: Tenant accepts this residence in its present condition and acknowledges and agrees that said residence is clean and in good repair except those items listed in the Move-In/Move-Out Inspection Report, which is dated and signed by both parties. A copy is included with this agreement. Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligations to maintain or replace them.

15. TENANT OBLIGATIONS:

a. **THIS IS A NON-SMOKING PROPERTY:** Tenant will be responsible for keeping anyone from smoking inside the house. It is understood that the tenant will be totally liable for the financial consequence for violating this requirement which will include but not be limited to cleaning or replacing window coverings, additional detailed interior cleaning, sealing and painting the walls, and replacing any items that have been damaged from burns or smoke.

b. **NO CULTIVATING OR GROWING MARIJUANA:** Cultivating or growing marijuana is not allowed on the property for any reason whatsoever without written authorization of the owner.

c. **CRIME-FREE/DRUG-FREE PROPERTY:** Neither the Tenant, nor any member of the Tenant's household shall permit the dwelling unit to be used for, nor facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Neither the Tenant, nor any members of the Tenant's household, nor any guest, nor other person(s) under the Tenant's control shall engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in RCW 69.41, 69.50 or 69.52 at any locations whether on or near the dwelling unit premises or otherwise. Neither the Tenant, nor any member of the Tenant's household, nor any guest, nor other person(s) under the Tenants control shall engage in any illegal activity, including prostitution as defined in RCW 9A.88, criminal street gang activity as defined in RCW 9A.84, threatening or intimidating as prohibited in RCW 9A.36,041, assault as prohibited in RCW9A.36.041, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his/her Agent or other Tenant, or involving imminent serious property damage as defined in RCW 9A.48.070-100.

d. **UTILITIES:** Tenant will pay, when due, all utilities (water, sewer, gas, garbage, electricity, etc.). Tenant shall provide his own garbage can (unless required otherwise by city regulations). It is the obligation of Tenant to set up utility services for gas, electric, and garbage at the beginning of tenancy. Water and sewer

bills will remain in Owner's name which will be sent to Tenant from Lessor's Agent's office. Tenant is to pay the utility company directly, DO NOT SEND FUNDS TO LESSOR'S AGENT'S OFFICE. Tenant also is obligated for all utilities until the last day of tenancy. Vacating the premises before the end of the tenancy does not eliminate this responsibility. When vacating, or when going on a vacation, all thermostats should be set at 55 degrees so that heat remains on at the premises when the house is vacant. If freeze damage occurs because the Tenant has turned off the heat, the Tenant will be liable for any and all damage to said premises. Tenant shall cause no liens of record to be placed upon said premises, and Tenant shall at termination, produce evidence of current receipts for all utilities that could be a lien on the property.

e. HEATING FUEL: Tenant shall pay cash on demand for any heating oil, coal, or wood on hand on premises upon the commencement of this tenancy.

f. ALTERATIONS: Tenant shall not paint, alter, repair or perform work to the premises unless specifically requested by tenant in writing and approved by Lessor's Agent. Unless specifically agreed by Lessor's Agent in writing all work authorized by Lessor's Agent shall be at the expense of the tenant. Said work shall become part of the premises and may not be removed by Tenant at end of tenancy. Tenants will be allowed to drive small nails of reasonable size and number into the walls for purpose of hanging pictures. Molly bolts and screws are prohibited. Tenant shall remove all nails, fill in all holes wiping the wall clean, restoring the walls to their original condition prior to vacating the premises. No nails or staples are to be put on the exterior for the purpose of hanging Christmas lights or other ornaments.

g. SATELLITE DISHES: Satellite dish(s) may not be attached anywhere on the property. They may only be installed on a free-standing device that is removed from the premises when the tenant vacates the property. Cost for removal and restoring the property to its original condition will be charged to the tenant.

h. OPERATION OF APPLIANCES: Tenant shall properly use and operate all electrical, gas, heating, and plumbing fixtures as well as appliances supplied by Owner on the premises.

i. MAINTENANCE: Tenant shall make such simple repairs as might be necessary from time to time on the premises. Such as:

(1) YARD: Tenant shall, at his/her expense, maintain the premises by watering, weeding, edging and mowing the lawn, shrubs, trees and landscaping. If the lawn is higher than four inches and/or the flowerbed areas become infested with weeds, Lessor's Agent may contract someone to mow the grass and/or remove the weeds. Tenant will be obligated to pay for said service(s). Tenant shall be responsible to provide his/her own lawn mower and gardening equipment unless Owner has left said items on the premises for Tenant's use. At no time can vehicles or trailers be parked on, or driven on the lawn.

(2) BROKEN GLASS: Tenant shall promptly replace any glass, which is broken as a result of the Tenant and /or his/her guest(s).

(3) APPLIANCES: Tenants shall promptly repair any appliances if malfunction was caused by Tenant.

(4) UTILITY SYSTEM: Tenant shall protect the plumbing system from freezing and maintain the heating system, which includes regular changing of the furnace filters if applicable. Space wall heaters and fireplaces may not be used as main sources of heat.

(5) WINTER MAINTENANCE: Prior to winter, wrap all exposed pipes and faucets, disconnect outside hoses. Tenant shall remove any snow from the abutting sidewalks and walkways to insure the safety of the public.

Be sure to be aware of where your water shut off valves are to said premises. DO NOT TURN THE HEAT OFF FOR ANY REASON!

(6) REGULAR MAINTENANCE: As well as being responsible for winter maintenance, regular maintenance of aforementioned items is the tenant's obligation year round.

(7) FURNACE FILTERS/CHIMNEY: Where applicable change the furnace filters regularly every three-four months as needed, and check the chimney for creosote build-up. Notify the Property Manager when chimney needs to be cleaned.

(8) DISPOSAL OF WASTE: Tenant shall keep the premises clean and sanitary, free from all rubbish, garbage, and other organic or flammable waste.

(9) STORAGE: Construction material, equipment, car parts, recreational vehicles, boats, waste containers and other personal property are prohibited from being stored outside the premises. They must be kept in a garage or storage unit. Firewood is permitted in designated areas only. Tenant must store all firewood in a shed or garage.

(10) VEHICLE REPAIR: All vehicle repairs must be done inside the garage. Inoperable vehicles may not be parked on the property. Vehicles on blocks are prohibited. Vehicles may only be parked in the garage or on a paved or graveled driveway which is part of the property.

(11) PROPERTY REPAIRS AND SUPPLIES: Tenant may not contact vendors directly for maintenance and repairs. Tenant will be liable for all bills not authorized by Agent. Tenant shall not arrange to have work performed on the property for maintenance and repairs or purchase supplies unless tenant has requested authorization in advance and been approved by Lessor's agent in writing. Whether or not Tenant will be reimbursed for the cost must be included in the request and have authorized approval to be valid. Receipts

must be submitted for reimbursement. It must be identified with Tenant's name, mailing address and phone number. Reimbursements may not be deducted from the rent.

(12) USE OF EQUIPMENT: Tenant will hold Lessor's Agent and Owner harmless from any injury caused by use of any maintenance equipment left on the premises.

i. **TRAMPOLINE:** At no time, shall trampolines be allowed on the property.

j. **WATER-FILLED FURNITURE:** Tenant shall not use water-filled furniture of any description without proof of insurance coverage. See attached addendum hereto is required.

k. **FIREPLACE INSERT:** Tenant shall not install a fireplace insert in an existing fireplace without Owner's approval. See attached fireplace insert addendum.

l. **CODES, COVENANTS, AND REGULATIONS (CC &R'S):** Tenants shall comply with all applicable regulations governing the occupancy of the premises. This includes: State, County, Municipal, and Homeowners Association codes, covenants and regulations. Tenant acknowledges receipt of the Association's CC & R's and/or rules and regulations. Should Owner be fined by an Association because of a covenant violation, Tenant must reimburse Owner for the fine within 15 days of notice.

m. **DESTRUCTION:** Tenant and/or guest(s) of said Tenant, shall not destroy, deface, damage, impair or remove any of the property supplied by the Owner of the premises.

n. **TENANT RESPONSIBLE FOR MAINTENANCE/REPAIR:** Should Agent for the owner have to hire a contractor to perform maintenance or make repairs to the property as a result of tenant's misuse or neglect, his/her family, guest, licensee or any other person(s) acting under the tenant's control or direction. The tenant will pay all cost for the maintenance/repairs within 14 days of notification from Around The Clock, Inc. The cost will be charged to the tenant immediately upon completion of work.

o. **NUISANCE OR COMMON WASTE:** Tenant shall not permit a nuisance or common waste to occur on the premises or permit or engage in any activity other than that of a single family residence.

p. **DANGEROUS CONDITIONS:** Tenant shall immediately notify the Lessor's Agent of any dangerous condition which might lead to the impairment of the premises' value.

q. **RESTORATION:** Tenant shall, prior to termination of the tenancy, restore the premises to the initial condition, excepting ordinary wear and tear, and immediately return to Lessor's Agent all keys to said premises.

r. **INDEMNIFICATION:** Tenant shall defend, indemnify and hold Owner and/or Lessor's Agent for Owner harmless from any claims arising out of actions of Tenant, Tenant's family, their agents and/or assigns.

s. **MAILING ADDRESS AND CHANGE OF PHONE NUMBERS:** If Tenant uses a Post Office Box to receive mail, or a different mailing address rather than the rental property described herein, the Tenant must notify the Lessor's Agent in writing so that mail sent from the office reaches the Tenant. If Tenant changes home or work phone numbers, Tenant shall advise Lessor's Agent of the new telephone numbers.

16. EXCEPTIONS FROM LEASE: The following items will not be repaired or replaced by the Owner and remain on the premises only for the convenience of the Tenant: _____

17. AGENT/OWNER OBLIGATIONS: Owner agrees to maintain the premises according to the laws of the State of Washington, and Federal agencies. However, if a defective condition was caused directly or indirectly by the Tenant, his/her family, guest, licensee or any other person(s) acting under the control or direction of said Tenant, the Owner shall have no obligation to repair said defect. The Tenant shall have no defense against the Owner to remedy the defective condition. This applies also where Tenant unreasonably fails to notify Lessor's Agent of the condition or allow Lessor's Agent access to the premises for the purpose of repair.

18. ABANDONMENT: If Tenant remains away from the premises and fails to pay rent, it shall be presumed that Tenant has abandoned the premises. Lessor's Agent may then immediately enter and take possession of the premises, including any property situated thereon. Said property belonging to the Tenant shall be stored by Lessor's Agent in a secure location. Notice containing the name, owner, and location of the storage, shall be mailed by Lessor's Agent to tenant(s) last known address. If property has a cumulative value exceeding \$100.00, the property may be sold after 60 days notice. If the cumulative value is \$50.00 or less, the Lessor's Agent may sell after 7 days except for personal papers, family pictures, and keepsakes which must be held for the 60 days after notice. Any income in excess of monies owed by Tenant, and derived from the sale, shall be held by Lessor's Agent for the required statutory period.

19. TERMINATION: If said premises are destroyed or damaged by no fault of the Tenant, and rendered untenable, this agreement shall terminate, and Tenant will be entitled to a refund of deposits and any advance rent credit, less any fees due pursuant to Paragraphs 4, 6, 8, and 9.

20. ACCESS TO PREMISES: Owner or Lessor's Agent shall have access to the premises inside and outside, for the purpose of inspection, exhibition, improvement, alterations, and supplying services or like purposes. Such

access shall be at reasonable times and upon two (2) days notice except in cases of emergency or abandonment.

21. SHOWING THE PROPERTY: Owner or Lessor’s Agent will show the property to prospective tenants or purchasers at all reasonable times, with one day notice in accordance with the State Landlord Tenant Act. This applies when Tenant gives notice of intent to vacate or tenant receives notice to vacate or owner lists property for sale. If Tenant fails to allow Owner or Lessor’s Agent access, the law imposes a \$100 fine on Tenant.

22. INSURANCE: The parties acknowledge that Tenant possessions are NOT COVERED BY THE OWNER’S INSURANCE. TENANT SHOULD CARRY HIS/HER OWN INSURANCE POLICY COVERING FIRE AND LOSS.

23. SMOKE AND CARBON MONOXIDE DETECTORS: Owner has installed smoke detectors and carbon monoxide detectors as required by State and Federal Law and warrants they are in good working conditions. The parties acknowledge that the premises contain smoke detector and carbon monoxide detector devices in compliance with the Washington Residential Landlord-Tenant Act, that the detectors are in working order and that Tenant shall provide and replace batteries when needed.

24. DEFAULT: Lessor’s Agent reserves the right to notify Tenant pursuant to Washington Residential Landlord-Tenant Act of any default or deficiency under this Agreement, without waiving or affecting other rights, Owner (Lessor’s Agent) may proceed under the unlawful detainer sections of said Act.

25. WAIVER: The parties acknowledge that an acceptance or waiver by Lessor’s Agent of any provision of this Agreement shall not be a waiver of any other or future breach of the same or other term. Acceptance by the Lessor’s Agent of rent shall not constitute a waiver of any past, present or future breach.

26. SUCCESSORS: The terms and conditions of this Agreement shall be binding upon the estate of Tenant. It shall, to the extent therein, remain a monetary obligation outstanding against said estate.

27. INTEGRATIONS AND PARTIAL INVALIDITY: This Agreement represents the parties entire Agreement. Any modifications or amendments shall be in writing and signed by each of the named parties. Should any portion of this Agreement be deemed to be invalid by a court of law, the remainder of the Agreement shall continue in full force and effect.

28. AGENCY REPRESENTATION: Washington State law requires that it be disclosed to you that we, as Real Estate Licensees, represent the Lessor. Tenant and Lessor’s Agent confirm receipt of the pamphlet entitled “The Law of Real Estate Agency.”

29. LEAD BASE PAINT: If the property was built before 1978, this paragraph applies. Tenant acknowledges having received a federally approved pamphlet on lead poisoning prevention along with disclosure information.

Lessor’s Disclosure (initial)

_____ (a) Presence of lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

_____ (b) Records and reports available to the Lessor (check one below):

☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet “**Protect Your Family From Lead In Your Home**”.

Agent’s Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy (initial) _____

30. BED BUG NOTIFICATION AND TREATMENT: It is our goal to maintain the highest quality living environment for our Tenants. The Landlord/Agent has inspected the unit and knows of no current bed bug infestation. Tenant(s) represent(s) that all furnishing and other personal property that will be moved into the unit are free of bed bugs. _____ (Tenant's Initials) _____ (Tenant's Initials)

Tenant(s) agrees to maintain the premises in a manner that prevents the occurrence of a bed bug infestation in the premises. Tenant(s) agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant(s) shall report any possible bed bug infestation to the Landlord/Agent immediately. If it is found that the tenant did not report a bed bug problem, a \$250 fee will be added to the other costs associated with bed bug decontamination.

2. Tenant(s) shall cooperate with pest control efforts.

3. Tenant(s) agrees to identify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the failure of tenant(s) or guest of tenant(s) to comply with the terms of the Lease or Washington State Law.

4. Tenant(s) agrees that failure to comply with the terms of this Lease shall constitute a material break of the Lease Agreement, and may subject the Tenant(s) to court action, including but not limited to a lawsuit for eviction/unlawful detainer.

5. Tenant(s) agrees to reimburse Landlord for treatment costs if it is determined that any infestations of bed bugs commences in the tenant's apartment.

6. The Tenant(s) agree that any failure to respond truthfully to paragraph 6 constitutes a material misrepresentation of the Lease Agreement and is grounds for termination of tenancy

☐ Tenant(s) is not aware of any infestation or presence of bedbugs in your current or previous apartment, home or dwelling. Tenant(s) agrees that he/she is not aware of any bed bug infestation or presence in any of his/her furniture, clothing, personal property or possessions. Tenant(s) further agree that he/she has not been subjected to conditions in which there was any bed bug infestation or presence.

☐ Tenant(s) agree that if he/she previously lived anywhere that had a bed bug infestation that all of his/her personal property (including furniture, clothing, and other belongings) have been treated by a licensed pest control professional. Tenant(s) agree that such items are free of further infestation. If Tenant(s) discloses a previous experience of bed bug infestation, Management may review documentation of the treatment and may inspect Tenant(s) personal property and possessions to confirm the absence of bed bugs. Tenant(s) previously experienced a bed bug infestation as follows:

7. In the event that there is a bed bug infestation, Tenant(s) agree to cooperate fully with and to undertake all efforts and tasks required by Management, and in Management's sole discretion, or by Management's pest control company, employed to eradicate pests. Tenant(s) full cooperation includes but is not limited to reporting any suspected pest infestations to Management in a written or electronic format with in **forty-eight (48) hours** of discovery, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Management in writing.

8. Unless provided by law, the Owner, Management, and its employees or officers are not liable to Tenant(s) for any damages caused by pests, including, but not limited to, personal expenses, replacement furniture, and/or other personal items, including clothing, medications or medical expenses, or for the cost to treat, clean, replace and/or protect Tenants personal belongings. Owners, Management, and it's employees and officers are not responsible for any damage done to Tenant's unit or personal items during pest control inspections and/or treatments. Renter's insurance is strongly recommended.

9. If you believe you have bed bugs notify your landlord immediately. Anyone can get bed bugs, but major infestations occur only when they are not promptly reported and treated.

Do not attempt to treat bed bug infestations yourself. Bed bug infestations usually required the use of pesticides and only licensed pest control operators can legally administer these pesticides. Foggers and bug bombs are not effective against bed bugs.

Once you have reported the possibility of bed bugs, Management will arrange for an inspection and, if the bed bugs are verified, for treatment. Prior to the start of the treatment, you will be given detailed instructions about how to prepare for the treatment. You must fully comply with those instructions because any failure to comply may result in ineffective treatment and recurrence of the infestation.

Enclose any infested mattresses and box springs in an approved bed bug cover that is labeled “for bed bugs” for at least one year. If you see any signs of a re-infestation, notify Management immediately so that additional treatments can be scheduled.

31. WATER HEATER THERMOSTAT SETTING Pursuant to R.C.W.19.27A, 060 in the Landlord Tenant Act regulating the setting of the water heater thermostats, I have observed that the thermostat on the water heater supplying my residential unit is set at _____ degrees Fahrenheit. I am aware that any readjustment of the temperature setting by Tenant relieves Owner or Agent of an individual unit and the manufacturer of water heaters from liability for damages attributed to the readjustment by Tenant.

32. MOLD NOTIFICATION: It is our goal to maintain the highest quality living environment for our Tenants. Therefore, know that Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenant regularly allows air to circulate in the unit. It is also important that Tenant keeps the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth. Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- 1. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
- 2. Tenant agrees to immediately report to Owner/Agent any water intrusion, such as plumbing leaks, drips, or “sweating” pipes.
- 3. Tenant agrees to notify Owner/Agent of overflows from bathroom, kitchen, or laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- 4. Tenant agrees to report to Owner/Agent any significant mold growth on surfaces inside the premises.
- 5. Tenant agrees to allow Owner/Agent to enter the unit to inspect and make necessary repairs.
- 6. Tenant agrees to use bathroom fans while showering or bathing and to report to Owner/Agent any non-working fan. If there is no fan, Tenant agrees to open window.
- 7. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- 8. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
- 9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
- 10. Tenant agrees to notify Owner/Agent of any problems with the air conditioning or heating systems.
- 11. Tenant agrees to indemnify and hold harmless Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney’s fees that Owner/Agent may sustain or incur as a result of the negligence of Tenant or any guest or other person living in, occupying, or using the premises.

33. ADDENDUM ATTACHED: (Which is part of this Agreement)
PET ADDENDUM _____ OTHER _____

TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. INITIAL MOVE-IN FUNDS MUST BE PAID IN THE FORM OF CASHIER’S CHECK OR MONEY ORDER ONLY. NO PERSONAL CHECK WILL BE ACCEPTED.

	Funds collected with application	Due at renewal or move-in
Rent for the Period _____ to _____	\$ _____	\$ _____
Advanced rent for the month of _____	\$ _____	\$ _____
Holding/Security & Damage/Cleaning Deposits (Refundable)	\$ _____	\$ _____
Pet Deposit _____	\$ _____	\$ _____
Non-Refundable Fee _____	\$ _____	\$ _____
Screening Fees _____	\$ _____	\$ _____
Total _____	\$ _____	\$ _____
TOTAL MOVE IN FUNDS COLLECTED \$ _____		

Second months Prorated Rent from _____ to _____ will be in the amount of \$_____, due on the _____ day of _____, _____.

_____ TENANT	_____ OWNER
_____ TENANT	_____ BY
DATE_____	DATE_____
	_____ DESIGNATED BROKER
	_____ DATE